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ABSTRACT

The implications of faculty bargaining for decisionmaking in four-year colleges and universities are examined in this analysis of research and other literature. Institutional variables are described using research from political science and sociology to explain more fully the dynamics, apart from faculty bargaining, that characterize colleges and universities. After briefly examining the legal structure and development of faculty bargaining, the analysis turns to the impact of unionization on decisionmaking in several areas of institutional operation. From this synthesis of research findings, general implications for institutional practice are discussed. These implications suggest several strategies for administrative behavior that have been shown to contribute to positive union-administration relationships, more amicable joint decisionmaking, and increased satisfaction with the quality of decisionmaking. A bibliography is included. (SS)

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Collective Bargaining in Four-Year Colleges: Impact on Institutional Practice

Barbara A. Lee

AAHE-ERIC/Higher Education
Research Report No. 5
1978

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Foreword

For many educators the advent of collective bargaining signaled the end of the comfortably familiar collegial governance model perceived to exist at many institutions of higher learning. In its place was an adversary model based on a labor-management duality accompanied by increased emphasis on working conditions that were thought to exist only outside the walls of the "community of scholars": arbitration of labor practices, wage disputes, and job security based on contracts to replace peer recognition through tenure.

The suitability of industrial bargaining methods to higher education frequently has been called into question. One reason for this is the difficulty of trying to quantify the processes and outcomes of higher education, that is, the problem of measuring competencies; however, it is just this outcome ambiguity that often forces collective bargaining into play. A program may be highly intellectually successful, but the faculty may be subject to dismissal because the program does not attract enough students or is not considered cost effective. It is here that the irony of collective bargaining on college campuses can be seen: the collegial system breaks down due to material external forces but the industrial labor-management model may not adequately handle the internal, normative structure of academe.

Now that higher education has experienced nearly a decade of collective bargaining, there exists sufficient research evidence to develop some idea of the impact that collective bargaining has had on the structure and mission of the institutions. In this meticulous study by Dr. Barbara Lee, educational researcher and writer, some of the basic concerns and myths surrounding collective bargaining are examined: How has the power of deans and department chairpersons been altered? has peer review and tenure been replaced by contracts? can collegial decisionmaking and unionized governance coexist? and how is authority and power redistributed by the collective bargaining process? This analysis of the major research of the collective bargaining process and the accompanying bibliography should prove to be an invaluable aid to both faculty and administrators who are about to enter into collective bargaining or who are faced with the inevitable process of contract renegotiations.

Jonathan D. Fife, Director
ERIC Clearinghouse on Higher Education

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Overview

Faculty collective bargaining is a relatively new phenomenon in higher education. However, since 1970, over one-third of all faculty members nationally have organized into formal units for the purpose of negotiating salaries and working conditions (Gemmell 1978). Because of the rapid growth of this movement, trustees, legislators, college administrators, and faculty members have often found themselves seriously underprepared to confront the adversarial bargaining relationship. Many have predicted that a structured, formal negotiating relationship would weaken or destroy collegial governance and consensual decisionmaking. Managing institutions of higher education, already complicated by increasing intervention of federal and state agencies, declining enrollments combined with concomitantly shrinking budgets, and faculty made uneasy by a tightening academic job market, may be made more complex by the imposition of a bilateral, formal, adversary bargaining relationship between faculty and administrators.

After nearly a decade of studying the effects of faculty unionization on higher education, researchers find that numerous factors impinge upon a faculty's decision to unionize. Generally, the faculty's pre-bargaining role in governance may be equally as important as the decisions of state or federal labor boards in determining the composition of the bargaining unit or the structure and scope of bargaining. Also, characteristics of the individuals in their roles as union leaders, campus administrators, and state or system-level negotiators also have the potential to influence significantly the quality of negotiations and contract administration relationships.

These issues must be considered when attempting to gauge the impact of faculty unionization on the management of colleges and universities. They become even more important for faculty and administrators who must plan for the future of these institutions. Long-range planning and frequent reassessment of institutional mission, which are important processes for higher education in general, become critical for unionized institutions, since short-term contract agreements can subtly alter institutional goals and mission. A thorough grasp of pertinent legislation and familiarity with rulings on the scope and structure of bargaining can enable administrators and faculty to mold the "industrial" bargaining model to higher edu-

cation in general and to the unique needs of their institution or system of institutions.

This analysis of research and other literature concerns the implications of faculty bargaining for decisionmaking in four-year colleges and universities.[1] In particular, it describes institutional variables using research from political science and sociology to explain more fully the dynamics, apart from faculty bargaining, that characterize colleges and universities. After briefly examining the legal structure and development of faculty bargaining, the analysis turns to the impact of unionization on decisionmaking in several areas of institutional operation. From this synthesis of research findings, the following general implications for institutional practice result:

(1) Administrators often have the opportunity, and the influence, to shape bargaining legislation before it is enacted, or to modify its interpretation after enactment. Active attempts by administrators to influence bargaining structure and scope may preserve administrative influence in later negotiation decisions.

(2) On campuses where some form of cooperative accommodation has evolved between union and administration, unionized governance has been modified by mutual agreement to address specific institutional needs.

(3) The attitude and actions of the president during unionization, negotiations, and contract administration have a substantial impact on the quality of union-administration relationships.

(4) Faculty bargaining contributes to the redistribution of authority both within institutions and at the state or system level. Administrative decisionmaking practices have, consequently, become more consultative, although contractual specifications for decision accountability often place final decision authority with top-level administrators.

(5) Strong system-level unions tend to encourage the centralization of decision power to the management level with which the union bargains. Informal coalitions between administrators and union leaders on individual campuses have preserved some local campus autonomy.

These general conclusions suggest strategies for administrative behavior that have been shown to contribute to positive union-ad-

[1] Two-year colleges have unionized more quickly and in greater numbers than have four-year institutions; however, because of differences in history, structure, function, and program offerings between two-year colleges and the majority of four-year institutions, this analysis is limited to unionized four-year colleges and universities.

ministration relationships, more amicable joint decisionmaking, and increased satisfaction with the quality of decisionmaking. These strategies emphasize:

(1) Administrative initiative in attempting to influence bargaining legislation or its interpretation;
(2) Open and informal communication among administrators, union leaders, and other faculty groups;
(3) The joint determination of a structure that will permit "dual-track" governance[2] to flourish;
(4) Administrative cooperation with faculty unions, which tends to discourage union militancy;
(5) Long-range planning processes that involve union and faculty groups in the planning process as well as administrators;
(6) A combination of political skill and strong collegial values that are essential to the successful management, by administrators, faculty, and union leaders alike, of unionized institutions.

Further research on most aspects of faculty bargaining is needed to understand its implications for the management of four-year institutions. Structural studies must be combined with examination of social processes on unionized campuses to explain this dynamic system of governing colleges and universities.

2 Kemerer and Baldridge (1975) refer to a system in which non-union faculty governance groups (such as senates) co-exist with a faculty union as "dual-track" governance. Each group has its own decisional jurisdiction or "track."

Organizational Perspectives

Before attempting to determine the implications of faculty bargaining for the administration of colleges and universities, it is essential to recognize the special qualities these institutions possess. Institutions of higher education are unique as organizations; their structure, their organizational goals, and the characteristics of their employees are notably different from business or industrial organizations. The dynamics of power and influence relationships within colleges and universities affect and are affected by the collective bargaining relationship. Examining some of the characteristics of these organizations, apart from their role in the bargaining relationship, provides a foundation for subsequent examination of the implications of faculty bargaining for administering an institution of higher education.

Complexity of Structure

Institutions of higher education are complex organizations (Thompson 1967), but this factor in itself does not distinguish them from other organizations. The technology employed by a college is "intensive," for its professional employees select and combine the "production" techniques to be used on the basis of their judgment about the requirements of the task or problem to be addressed (Thompson, p. 17). In addition to their complexity, institutions of higher education are "loosely coupled" systems (Meyer 1975). Faculty are not closely supervised, and enjoy considerable autonomy in determining course content and selecting the manner of teaching they will employ. The amount of time outside the classroom spent on professional duties is normally left to the faculty's discretion (Platt and Parsons 1968). Specialists usually cluster within a department or discipline, and develop their own criteria for monitoring their "product" and evaluating the performance of their colleagues. Clark cited specialization by discipline as a "fracturing" device that limits participation in institution-wide activities and increases the complexity of educational organizations. As a result of the diversity within higher education institutions, "the formal structure in itself is bound to be full of overlap, gap, and contradiction. It becomes somewhat like a confederation of tribes that have wandered into the same campground" (Clark 1968, p. 18). Baldridge et al. (1977) confirmed that increasing size and com-

plexity of colleges and universities appear to reinforce the professional autonomy of faculty.

In a similar vein, Cohen and March have described institutions of higher education as "organized anarchies." They cite problematic goals, unclear technology, and fluid participation of organizational personnel as evidence of the chaos within these organizations (1974, pp. 2-3). These features of colleges and universities complicate the decisionmaking process, for the amount of interest and participation that any particular issue may generate is unpredictable. Cohen and March conclude that standard management tools and procedures are inappropriate and inadequate to deal with "organized anarchies" (p. 4).

Despite the specialized nature of their technology, institutions of higher education as a whole are highly susceptible to pressures from the environment. Their non-profit status causes great dependence on external support. Demand for higher education fluctuates, affecting the numbers of students and the types of educational programs in which they choose to enroll. Regulations promulgated by state and federal governments affect decisions on hiring practices, admission criteria, and building design. Funding sources, both public and private, must be courted. Market conditions influence the number of faculty available to teach, with concomitant impacts on personnel policies. The health or survival of the institution may depend on its ability to adapt to fluctuations in its environment (Terreberry 1968). This question of flexibility and adaptability will have relevance to a later discussion of collective bargaining and organizational change.

Professional Employees

Added to the structural and organizational complexity of colleges and universities is a second factor that may have even more relevance for individuals attempting to manage these institutions. The primary "employees" of these organizations, the faculty, are professionals, a term that implies specialized knowledge or expertise, long training, and a set of norms developed during this training (Blau 1964). Professional norms include the desire for autonomy over their work, evaluation by disciplinary peers, control over entrance to the profession and to the colleague group, and participation in any decision concerning matters of academic policy, personnel policy, or other areas affecting faculty welfare (Epstein 1974).

Yet faculty must function within colleges and universities which are, to some degree, bureaucratic. Although these organizations may not exhibit all of the characteristics of a pure bureaucracy described

by Weber (1947), enough bureaucratic features are present to create conflict with professionals who resist being controlled by individuals outside their specialized discipline (Stroup 1966). Lay boards of trustees have formal, legal, and fiduciary responsibility for the performance of the institution. Much of this responsibility may be delegated to administrators and some also to faculty, but final accountability for institutional performance remains with the trustees (Wollett 1975). This responsibility requires a central authority that coordinates activities of the faculty, allocates resources, and reviews decisions made at lower levels of the hierarchy (Lewis and Ryan 1977). Often, organizational goals collide with the orientation of faculty professionals (Etzioni 1964), especially where resources are scarce. In a bureaucracy, authority is derived from hierarchical position and role, while a professional's authority results from specialized knowledge and the respect of disciplinary peers (Scott 1966).

The conflict engendered by the presence of professionals in a bureaucratic organization is usually embodied in a power struggle. Blau conceptualized power as an exchange process between the supplier and the consumer of a good or service, with corresponding dependency relationships between both individuals (1964). Power relations within colleges and universities involve the exchange of professional services (e.g., teaching, research, and service) for organizational rewards such as salary, tenure, travel, research funds, or other benefits (Epstein 1974). Professionals develop expectations for these rewards during their training, and these expectations act as the incentive to "make the greater investments needed to become a professional" (Blau 1964, p. 161). When demand for faculty is low (as with the depressed academic job market, which began declining in the early 1970's), rewards lessen and militancy may ensue (Blau, p. 161). Corwin found, in studies of teacher unionization in elementary and secondary schools, that inconsistencies between faculty expectations for authority and their actual power led to militancy and subsequent union organization (1970). Before unionization, even on the most prestigious campuses, the amount and scope of faculty autonomy was rarely formalized between the administration and the faculty, while faculty senates and other policy groups were often merely "advisory" (Foote, Mayer et al. 1968).

Researchers and other writers have tended to agree that the authority to make decisions on academic campuses should be shared between faculty and administrators (Millett 1962; Kerr 1963; McConnell and Mortimer 1971; and numerous others). Yet little agreement exists as

to the way decisionmaking authority is divided, how decisions are made in colleges and universities, and the propriety of allocating certain decision areas to specific individuals or groups. Differences among institutions on the basis of size, type of control, mission, and institutional history also influence the manner by which decisions are made (Begin 1973a).

The area of decision authority that faculty probably value most highly and guard most jealously is control over evaluation and personnel recommendations. Dornbusch and Scott suggested that the power to evaluate an individual's performance was a control mechanism in any organization (1975, pp. 198, 201). The cardinal element of a faculty member's value system is peer evaluation (Blau 1973; Ladd and Lipset 1975), which includes the authority to determine evaluation criteria, procedures used for peer evaluation, and standards of performance. Faculty authority to evaluate their peers has been threatened during the past decade by tight budgets, increased centralization of policymaking by state and system education offices, and a decline in student enrollments. Faculty have resisted the erosion of their former power, and many have turned to unionization to conserve, reestablish, or strengthen their authority to evaluate their colleagues.

The foregoing discussion presumes widespread faculty authority to evaluate their peers prior to the onset of collective bargaining. In actuality, this power was not present on some campuses, and existed in varying degrees on others. Parsons and Platt studied power and influence in academic decisionmaking in institutions of varying structural and quality types, and found considerable differences in faculty power. Faculty at large or high-quality institutions made many decisions and influenced many more, while faculty at smaller institutions (such as private colleges and public teachers' colleges) had little power to make decisions and less ability to influence the administrators and trustees who wielded most of the decision power (1968).[8] Research conducted on faculty autonomy by Baldridge et al. (1973) confirmed that greater institutional size and complexity tend to enhance faculty autonomy.

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[8] The lack of group power of faculty did not limit the power of faculty members as individuals to influence decisionmaking. Indeed, individual faculty members often influenced decisions made by chairpersons, deans, and central-level administrators. However, this "power" was informal and idiosyncratic to the particular individuals involved in decisionmaking (cf. Stroup 1966; Dressel et al. 1970).

Political Processes on Campuses

Irrespective of the size, structure, or quality of a college or university, political processes occur that resemble those in other types of organizations and in society at large. Baldridge described governance within institutions of higher education as a political process, dominated by interest groups that attempt to influence decisionmaking by pressuring policymakers and forming veto groups (1971). But despite faculty pressure for the right to partictipate in decisionmaking, many faculty members have refused to participate when given the opportunity (March 1966; Dykes 1968; Clark 1968; Thomas 1976). Milbrath explained that this behavior is typical of democratic political systems. He wrote that in most democratic societies three levels of participation occur. The "apathetics," who comprise approximately one-third of the electorate, neither vote nor participate in political activities. Approximately 60 percent of the electorate are "spectators" who vote and discuss political issues. One to two percent are the "gladiators" who are the political activists, office holders, and actual decisionmakers (1965, p. 21). McConnell and Mortimer noted the usefulness of this model for understanding the lack of faculty participation in academic decisionmaking. The low participation rate also explains the tendency for oligarchies of senior faculty to control much of the decisionmaking prior to collective bargaining, since the "apathetics" and the "spectators" delegate their decisionmaking authority, either through choice or by default, to a small number of faculty who then act in the name of all faculty members (McConnell and Mortimer 1971, p. 22).

Michels, in his study of oligarchies in labor unions (written in 1911), concluded that organizations were prone to develop ruling elites that were more conservative than their membership. These elites grew out of the need for centralized planning and coordination (1962). In academic institutions, a small group of individuals (usually senior faculty) gains experience in campus politics and often develops special relationships with the administration. Oligarchies frequently are "casual about their accountability to the general body politic" (McConnell 1971), and tend to perpetuate themselves by dominating important committees. Oligarchies often control faculty senates, and have been blamed for the ineffectuality of the senate "as a vehicle for promoting educational change or stimulating discussion of the fundamental purposes of the university" (Foote, Mayer et al. 1968, p. 33). The power of these oligarchies thus tends to reinforce faculty apathy, so that oligarchic power often remains unchallenged.

Role of Conflict and Change

Another element inherent in political systems is conflict. Coser saw conflict as a normal component of any social group, and found it to be beneficial in organizations such as colleges and universities. When conflict is focused on "goals, values or interests that do not contradict the basic assumptions" of the groups within the organization, then it allows "the readjustment of norms and power relations" (Coser 1956, pp. 151-152). Coser asserted that conflict was dysfunctional only when the organizational structure was too rigid to tolerate and institutionalize conflict (p. 157), rather than providing channels for conflict to be examined and resolved.

Causes of conflict within colleges and universities are numerous and varied, depending on the type of institution, its traditions, mission and history, and the personal characteristics of faculty and administrators (Begin 1978a). However, common sources of conflict in these institutions include differences in responsibilities between faculty and administration, the diversity within the institution, and differing loyalties to internal and external reference groups (McConnell and Mortimer 1971). The late 1960's and early 1970's brought extensive change to college and university campuses, and these changes exacerbated the conflict already present on campuses. A catalog of these changes is unnecessary, for each institution was affected by a different combination of factors with differential impacts. There is little doubt, however, that contributing causes of faculty unionization were the conflicts resulting from the numerous changes affecting colleges and universities in the late 1960's and early 1970's, coupled with the enactment of public employee bargaining legislation and the 1970 decision of the National Labor Relations Board (NLRB) to allow unionization in private colleges.

Governance and Decisionmaking

The foregoing discussion of the political nature of colleges and universities and the existence of conflict on their campuses offers an explanation for the decision by faculty to unionize. Collegial governance relations such as those described by Millett (1962) and Goodman (1962) are based on loyalty to the institution and trust between faculty and administrators. The "shared authority" form of governance was not formalized and could be changed or eliminated at the whim of the administration or trustees. Common norms and values adhered to by faculty and administration alike were the basis for shared authority (Mortimer 1974a). But the conflicts of the past decade called into question the commonality of faculty and administrative values,

and weakened or destroyed the trust purported to exist at many campuses (Gamson 1968; Bloustein 1973). David Leslie noted that

> colleges and universities are obviously no longer the norm-governed (and so communal) institutions they once were supposed to be. The ideal of the mutually responsive professional community that engaged in self-government based on philosophy of shared authority does not square with the practical realities of open recognition of conflicting interests . . . (1975, p. 47).

Relationships once based on trust were unable to offer the protection needed by faculty to combat the changes imposed by the environment. Administrators were pressured by funding sources, by state- and system-level educational bureaucracies, and by the exigencies of their own shrinking budgets to reduce costs and to increase productivity. Loyalty, trust, and collegial norms offered little protection against these forces for change.

A brief description of decisionmaking processes in higher education may clarify later discussions of collective bargaining in higher education. Attempts to create governance models have proved unsatisfactory because the bureaucratic model (Stroup 1966) and the collegial model (Millett 1962) are incomplete and inadequate to address the complexities of unionized academic governance. Baldridge's political model (1971), mentioned earlier, is more successful, but cannot describe the locus of decisionmaking or the actors involved. None of these governance models takes into account the many extra-institutional forces and characteristics of individual institutions that influence the process of academic governance.

A joint AAHE/NEA Task Force (1967) studied decisionmaking in several differing institution types and found five "zones of authority," ranging from administrative dominance through shared authority to faculty dominance (pp. 15-16). The locus of decisionmaking power depended upon the the type of decision being addressed, the type of institution, and the particular policies of an individual institution.

Nearly a decade later, Mortimer, Gunne, and Leslie used the "Five Zones of Authority" to examine the variable loci of decisionmaking and faculty perception of the legitimacy of decision structures. They found that certain issues fell into specific zones for similar institutions, but that competition between faculty and administrators for decisionmaking rights produced a shifting, often inconsistent, pattern of decisionmaking (1976, pp. 285-288).

A third study of academic decisionmaking linked structure to organizational effectiveness. Helsabeck (1973) conceptualized decisionmaking as two continua of participation and centricity. Participation

ranged from democratic to oligarchic, while the centricity of those individuals making the decision might vary from a corporate body to a federated system. Additional variables that addressed features of individual decisions (such as level of decisionmaking unit and perceived legitimacy of the group making the decision) were included in Helsabeck's "compound system" of interactive decisionmaking structure.

The foregoing discussion of the specialized structure, organizational participants, and internal dynamics of colleges and universities only begins to describe the complexities of these institutions. Individual institutional characteristics must also be considered when examining the effects of faculty bargaining, whether on an individual college or on higher education in general. With a basic understanding of the specialized nature of academic organizations, one can hardly be surprised at the initial resistance to and misunderstanding of faculty unionization on the part of administrators and faculty alike.

Legal Structure and Development of Faculty Unionization

Although the effect of faculty unionization on a college or university is heavily influenced by context, other factors are common to all unionized institutions. A brief discussion of the development of faculty unionization, and of the legal framework and assumptions surrounding collective bargaining, will explain some of the changes in decision processes on unionized campuses. Of course, not all changes on a unionized campus can be attributed to collective bargaining; however, the addition of specified decision procedures and contractual rationality in decisionmaking usually accompany the negotiating of contracts with faculty unions.

Development of Faculty Unionization in Higher Education

Most authorities attribute the origin of collective bargaining in education to the New York City public school teachers, who first negotiated collectively in 1961 (Moskow 1969). The passage of New York's Taylor Law (1967), which permitted public employees to bargain collectively, is generally seen as the impetus for the early initiation of collective bargaining in the state's higher education system (*Collective Bargaining in Post-secondary Educational Institutions* 1974). Faculty at the City University of New York (CUNY) system became organized in 1969, followed by the New York State college and university system (SUNY). Nearby states with heavy labor constituencies soon passed enabling legislation similar to the Taylor Law, and the first two years of the seventies saw state college and university faculties organize in New Jersey, Pennsylvania, Massachusetts, Rhode Island, and Michigan. Currently, twenty-four states have enacted public employee bargaining laws (Carnegie Council 1977). Although faculty have unionized at some public institutions in states that have no enabling legislation, most faculty unionization has occurred at public institutions within states that have enacted such legislation (Ladd and Lipset 1978).

Until 1970, faculty at private colleges and universities were not permitted to unionize. The NLRB had historically excluded nonprofit institutions from labor regulation, maintaining that their activities were noncommercial, charitable, and educational in nature (Sharpe 1975). In its *Cornell* decision (1970)[4], the NLRB asserted its

[4] *Cornell University* 183 NLRB 329 (1970).

jurisdiction over private education institutions with budgets of one million dollars or more, in particular because of the broad scope of activities of institutions of this size in the commercial and social life of the communities where they were located and the large amounts of federal funds they received (Sharpe 1975). Several private institutions in industrial northeastern states unionized in the early 1970's, although private institutions, on the whole, have been slower to unionize than those in the public sector. Currently, faculty have organized at fifty-three public and fifty-nine private four-year institutions (Table 1).

*Table 1. Unionized Four-Year Institutions and Campuses by Type of Control and Bargaining Agent**

Bargaining Agent	Public		Private	
	Institutions	Campuses	Institutions	Campuses
American Association of University Professors	19	29	22	25
National Education Association	15	34	11	12
American Federation of Teachers	15	70	16	18
American Association of University Professors/ National Education Association	3	5	0	0
Independent	8	23	10	10
American Federation of Government Employees	1	1	0	0
Total	53	162	59	65
No Agent Votes	27		40	

Source: *Institutions and Campuses with Faculty Collective Bargaining Agents.* Update, Special Report #12. Washington, D.C.: Academic Collective Bargaining Information Service, April 1978.

*As of March 31, 1978

Legal Framework of Unionization and Negotiations

Although differences among states and the NLRB exist concerning requirements for organizing faculty unions, two problems must be faced by all individuals involved in this process. The composition of the bargaining unit as well as the scope of negotiations must be de-

fined. The decisions reached on these two issues play a significant role in negotiating contracts and on the effect of unionizing on campus governance.

Bargaining Unit Composition. The composition of the bargaining unit differs according to provisions of state legislation, state labor board rulings, and the needs of specific institutions or systems of related institutions. For example, the bargaining unit for the SUNY system includes nonteaching professionals (such as counselors and researchers), while in the Pennsylvania state college system, nonteaching professionals formed a separate bargaining unit (Weinberg 1976). An important consideration for all institutions, however, is the question of inclusion of the department chairperson in the bargaining unit (Rosen 1973; Kemerer and Baldridge 1975; and numerous others). While state laws differ with respect to bargaining unit formation, few speak to the special requirements of higher education (Mortimer and Johnson 1976a), or to the decision as to whether the chairperson is a colleague or a supervisor. Therefore, each case must be decided individually. The NLRB vacillated in its early unit composition decisions, ordering the exclusion of the chairperson at C. W. Post (1971) and Adelphi Universities (1972), while including the chairperson in the faculty union in its Fordham (1971) and New York University (1973) decisions (NLRB, 1971-73). Since 1973, the Board has tended to include the chairperson in the unit (Kahn 1973).

The resolution of the status of the department chairperson as a union member or as an administrator influences both the structure and the process of decisionmaking on college campuses. Change is particularly evident on campuses where, prior to faculty unionization, presidents or deans appointed department chairpersons (Gemmell 1975). If the chairperson is included in the bargaining unit, the contract usually specifies that the department faculty either elect their own chairperson, or that the president's or dean's selection is subject to faculty ratification. This change in method of selecting chairpersons tends to shift chairpersons' allegiance to their faculty colleagues, and they may be more reluctant to make "tough decisions" that may negatively affect their colleagues (Kemerer and Baldridge 1975; Erhle and Early 1977). Further implications of the chairperson's bargaining unit status will be discussed in a later section on "middle management."

At many public and private universities, professional school faculty have sought permission to form their own bargaining units, asserting a different community of interest from that of the faculty as a whole. The NLRB has tended to permit law, medical, and dental school

faculty to form separate bargaining units, on petition by a labor organization, at private universities (such as Syracuse, Fordham, and New York University). Ruling on bargaining units for faculty of professional schools at public institutions, however, vary by institution. For example, law school faculty at Rutgers University, SUNY Buffalo, and Wayne State University are members of the general faculty bargaining unit (Julius and Chandler 1978). Professional school faculty cite differences in salary scales, separate accreditation, different academic calendars, separate governance systems, and professional identification among the criteria used to justify excluding them from the regular faculty bargaining unit (Feller and Finkin 1977).[5] Julius and Chandler have noted that the trend of segregating professional school faculty into their own bargaining units resembles the creation of specialized unions of craft workers in industry (1978). Other motives behind separate bargaining units for faculty in professional schools relate to accreditation requirements. For example, if a professional school's library allocation drops because funds were shifted to cover an institution-wide faculty salary increase, the school risks losing its accreditation (Julius and Chandler 1978). It seems clear that faculty in law, medicine, and other professional schools feel that their interests are better served by a small, homogeneous union that will lobby to retain their higher salaries and lower service responsibilities to the institution. A report on salaries of law and medical faculty in the SUNY system (where professional school faculty are included in the system-wide faculty unit) indicates a leveling toward salaries of other bargaining unit members (Julius and Chandler 1978). These findings suggest continued efforts by professional school faculty to bargain separately to protect their interests.

Scope of Bargaining. The scope of bargaining permitted by a state or by the NLRB shapes the content of the union contract and influences campus governance. For example, until 1975, Massachusetts law excluded salary and other economic issues from the list of mandatory or permissive bargaining issues (Garbarino 1977). Most states restrict the number of mandatory issues (those issues that management is required to negotiate), but allow wide latitude in the negotiation of permissible items. Generally, wages, working conditions, and other "terms and conditions of employment" are negotiable, but the interpretation of these last two topics varies by state and by institution

[5] These faculty also have more constituencies external to the college, have closer ties to practitioners, usually participate in an external practice, and have professional skills that are often more readily usable outside the college than are those possessed by many academic faculty.

(Scope of Public Sector Bargaining . . . 1977). Goodwin and Andes found few differences in contract content by type of institutional control (1972). Also, the national affiliation of the faculty union (AAUP, AFT, NEA, combinations of these three unions, or independent associations) apparently has little impact on scope of negotiations or contract content (Goodwin and Andes 1972; Kemerer and Baldridge 1975; Lipset 1978).

A brief analysis of the three major national associations with which faculty unions affiliate reveals interesting results. Although it was previously noted that few differences were found among contracts negotiated by the AAUP, the AFT, and the NEA, research indicates that, prior to unionization, faculty perceive important differences among the three associations. Faculty at several institutions whose local AAUP chapters were active prior to unionization often select the AAUP as their bargaining agent (Begin 1978). Some evidence suggests that faculty at research-oriented institutions may view the AAUP as more professional and less militant than other bargaining agents (cf. Ladd and Lipset 1973; Mortimer 1975). Faculty at former state teachers' colleges have often chosen the NEA or the AFT for reasons of the organization's influence, either past or potential, with state legislatures or state-level education agencies (Lozier and Mortimer 1974; Begin, Settle, and Alexander 1977). Often, faculty decisions to accept or reject unionization are heavily influenced by the affiliation of the associations competing for selection as the faculty's bargaining agent (Kemerer and Baldridge 1975). However, research has demonstrated that after the agent has been selected, perceived differences have not appeared in contract content, union propensity to strike, or other characteristics that were considered important prior to unionization (cf. Goodwin and Andes 1973; Begin, Settle, and Alexander 1977).

General Assumptions About Collective Negotiations

Much has been written about the propriety of applying the industrial model of collective negotiations to campus decisionmaking (Kadish 1973; *Collective Bargaining in Postsecondary Educational Institutions* 1974; Orze 1975). Irrespective of the degree to which the "traditional" union model may apply to relationships on a particular campus, certain assumptions undergird most collective negotiating relationships. Mortimer and Johnson list five general assumptions:

1. Fundamental conflicts of interest between the negotiating parties.
2. The union is the exclusive spokesman for the faculty.

3. The formal contract is legally binding on both parties.
4. Formal grievance procedures must be included.
5. The threat of sanctions is a tactic for settling disputes. (1976a, p. 55)

These assumptions seem to fly in the face of the professional norms and values discussed in the first section of this paper. The belief that all academics share professional norms, the insistence by the faculty on the inviolability of professional autonomy, and the right of faculty to participate in policymaking based on their scholarly expertise, seem incompatible with the five assumptions listed above and with the many other connotations that attach themselves to the term "collective bargaining." But since colleges and universities differ from other organizations, the process and effects of faculty unionization may differ from their more familiar industrial counterparts. An examination of recent research on academic collective bargaining highlights the difficulties of imposing that industrial model on academic institutions, and dramatizes the even greater difficulty of generalizing about the effects of a unionized faculty on campus governance.

Impact of Faculty Unionization on Institutional Practice

Overview of Writing About Faculty Bargaining

Because this paper is primarily an analysis and synthesis of our present knowledge concerning faculty bargaining, the literature incorporated in this analysis is not limited to research results. Less than a decade has elapsed since the unionization of the CUNY system, and the newness of faculty bargaining in higher education has frustrated those who have attempted to study its effects systematically. Early writings reflect this frustration, for most articles that appeared in the early 1970's were essays describing the writers' attitudes toward faculty bargaining or narratives recounting the authors' experiences (usually harrowing) with unionization at a particular institution. Although most of the early articles written about faculty unionization were not data-based, they did perform an important function with respect to later research. The questions asked and the assumptions made in the early writings on collective bargaining guided the direction of future inquiry, and many of these questions and assumptions have been addressed by recent research.

Because the subsequent discussion is grouped by research topic rather than by methodology or recency, a brief summary of the evolution of collective bargaining research will help the reader evaluate the utility of a particular finding for a specific campus problem. The earliest researchers studied single institutions, often their own, tracing the causes of faculty unionization and gauging its effects on governance and decisionmaking processes (cf. Hedgepeth 1974; Katz 1974). Other early studies focused on attitudes of faculty toward unionization (Ladd and Lipset 1973) and perceptions of administrators and union leaders concerning the effects of bargaining (Kemerer and Baldridge 1975).

Later researchers benefitted from the methodologies and the findings of the "pioneers," conducting studies whose results were more generalizable. Comparative case studies were conducted in similar institutions so that limited generalizations might be made (Mortimer and Richardson 1977; Begin, Settle, and Alexander 1977; Lee 1977). Studies of unionized systems and statewide studies examined the causes and effects of unionization within a specific environment (Gershenfeld and Mortimer 1976; Begin, Settle, and Burke-Weiss 1977). Other studies used quantitative data and multivariate analysis to compare

unionized institutions on specific criteria (Leslie and Hu 1977; Begin and Settle 1978). Still other researchers examined union contracts in an effort to discover patterned effects of faculty bargaining (Goodwin and Andes 1972, 1973; Mortimer and Lozier 1973; Leslie 1975).

Writings of another kind have recently appeared that approach faculty collective bargaining from the perspective of management policy rather than from a research perspective. A report by the Carnegie Council on Policy Studies in Higher Education (1977) examined variations in state enabling legislation and the resulting differences in faculty bargaining in various states. While the report used specific institutions and systems as examples, its focus was at the state level and on legislative issues. Another recent manual of policy recommendations edited by Angell, Kelly and Associates (1977) approached faculty bargaining from the management perspective, covering a broad range of topics and making suggestions for administrative response to bargaining. While the majority of the articles in the handbook were not empirically-based, contributors were selected for their first-hand experience with faculty bargaining and have offered numerous suggestions for decisionmaking on a unionized campus. This emphasis on policy analysis may have resulted from the nongeneralizability of much of the research on faculty bargaining, and may have been a product of administrative uncertainty about the role of "management" at a unionized college or university.

The foregoing summary of the evolution of collective bargaining research dramatizes the flaws that limit the applicability of much of this research to specific institutional situations. First, few studies have attempted to compare post-bargaining states of institutional governance with pre-bargaining conditions, except in very general ways. Secondly, even fewer studies have examined the contextual factors surrounding the institution(s) studied, such as the pressures on the institution from external sources or the particular characteristics of the institution that facilitated unionization. Nor have many researchers considered the effects of other forces for change in higher education, such as market factors and affirmative action (cf. Begin 1978).

Despite these criticisms, research results are useful in their implications for designing administrative strategies for dealing with organized faculties. While results have not always been generalizable, certain findings have reappeared with enough frequency to lend them credibility. And probably most importantly, the research demonstrates that the massive disruption of the education process predicted by opponents of faculty bargaining has not occurred.

Impact of Bargaining Structure

Even before a faculty union begins its negotiations sessions, decisions made at central levels above the local campus level influence how bargaining will proceed and the changes that it will bring. For private institutions, as noted earlier, the NLRB will determine unit composition and scope of bargaining, among other issues. But it is the public institutions that are influenced more dramatically by the decisions of legislators, state executives, state education agencies, state- and system-level boards, their own administrators, and union leaders at the system and campus levels. These decisions shape the bargaining structure, which includes the scope of bargaining, the identity of the employer and the employer's negotiator, the range of the bargaining unit, the number of levels of bargaining permitted, and the existence of an agency shop. Each of these factors shapes the effects of faculty bargaining on a particular campus, and the impact of each must be weighed when assessing the total impact of faculty bargaining on the operations of an individual college or university.

Scope of Bargaining. As mentioned earlier, state legislation requires bargaining over certain "mandatory" items, usually relating to wages and working conditions. Angell noted that several issues were mandatory in most states: grievance procedures; work hours and workloads; pensions, insurance benefits, leaves of absence, and holidays; evaluation procedures for retention and/or promotion;[6] salaries; and the impact of management decisions on working conditions (1977).

Surveys of contract content offer evidence that management negotiators for many contracts have agreed to bargain over numerous permissive issues (Mortimer and Lozier 1973; Andes 1974). While an examination of each of these areas is beyond the scope of this paper, the decision to include several permissive issues within the contract has been found to influence later campus operations.

The 1974 Andes survey of contract content revealed that governance matters were appearing with increasing frequency in contracts. Faculty insistence on including governance matters within a contract may be related to the lack of a faculty role in governance prior to unionization on many campuses. Some contracts, such as the Agreement between Rider College and the AAUP, include detailed descriptions of governance committees and their functions (1976). Other contracts

[6] The requirement to bargain over evaluation procedures contrasts sharply with the concept of faculty control over evaluation as the keystone of professional autonomy (see "Professional Employees" section in chapter entitled Organizational Perspectives).

may incorporate previously-existing governance policies that appear in faculty handbooks, trustee resolutions, or other documents.

Some writers advise against including governance matters in union contracts. Kelley (1977) noted that grievances might be filed over "academic" decisions such as program changes or the selection of a top administrator if these matters were specified in the contract. Governance policies and procedures specified by contract would be difficult to change, should the faculty, administration, or both discover a more efficient or more satisfactory procedure. Senates, in particular, are better excluded from the contract (Orze 1977), for they might serve as future trading items for high salaries or more favorable working conditions. Most of the individuals addressing this issue suggested that faculty and administrators could establish more flexible governance policies outside the scope of formal negotiations, thereby protecting governance from becoming entangled in economic or other faculty welfare issues.

Retrenchment procedures are also appearing in an increasing number of higher education faculty union contracts. Faculty concern over retrenchment procedures stems from the concomitant effects of declining enrollments, tight institutional budgets, and a surplus of qualified faculty. Lozier examined ninety-one faculty union contracts, 32 of which were with four-year institutions. Twenty-one of the contracts from four-year colleges contained some form of retrenchment provision, with no significant differences in the distribution of these items by type of control or bargaining agent affiliation. Most contracts specified seniority as the primary criterion for retention, although a few included educational merit of programs and faculty specializations in making retrenchment decisions (1977, pp. 241, 244).

Retrenchment procedures included in union contracts have been initiated in Pennsylvania, although a last-minute compromise between the union and the state postponed dismissals (Johnson and Mortimer 1977), and at CUNY, where 900 to 1,000 staff were retrenched (Fulkerson 1977, p. 408). Because the decision to retrench faculty may result from one or a combination of several problems, Lozier recommended that specific retrenchment procedures not be included in the contract. The contract should, however, mandate faculty participation in making retrenchment policy and in developing the decision-making process for selecting faculty to be retrenched (1977, pp. 246-247).

Definition of the Employer. Specific provisions of state public bargaining laws also have a substantial impact on how bargaining is conducted and by whom. The question of the "employer's" identity

may be difficult to resolve in public higher education. State laws give little assistance in defining the employer, for only ten states assign an educational agency to assume the management function for negotiations sessions with higher education faculty (*Analysis of Legislation . . .* 1976). In other states, an arm of the governor's office assumes management responsibility for negotiations.

In New York, the SUNY system's faculty union bargains with the governor's Office of Employee Relations (OER). This agency also handles contract administration for the system, in consultation with the centralized SUNY administration. However, the OER has little direct contact with campus administrators, either during negotiations or in matters of contract administration. Thus, presidents and other administrators who must administer the contract on their local campus have no direct input into bargaining decisions (Duryea and Fisk 1976, pp. 38-39). These researchers feel that faculty unionization has facilitated the ongoing centralization and state influence over public higher education in New York, and note that decisions are increasingly being made by union and state government officials without full knowledge and understanding of local campus conditions (pp. 40-41).

The Carnegie Council on Policy Studies in Higher Education noted that problems occurred in one state because the educational agency could not guarantee the full resources necessary to implement the negotiated contract. Negotiators were forced to consult with the governor before agreeing to contract articles, a process that weakened management's negotiating position and delayed the bargaining process. The Council found this practice dangerously intrusive because political authority might decide "issues of institutional management and academic affairs" (1977, p. 17). It advocated one appropriation for the institutions' operating budgets and a second appropriation for faculty salary increases (p. 20), a procedure that would protect institutional budgets from being decimated if full funding for negotiated salary increases were reduced by legislators.

Public institutions must cope with the limitations placed on them by the legislation of their respective states. However, legislative provisions may be interpreted in ways that will simplify the bargaining process. For example, the Pennsylvania public employee bargaining law names the governor's office as the "employer" in all negotiations with public employees. After initial contract negotiations with the faculty union of the state college system, the governor delegated negotiating authority to the state's Department of Education (Johnson and Gershenfeld 1976). The Carnegie Council has suggested that states delegate their management negotiating responsibility to each

unionized institution's board of trustees, retaining state-level negotiation authority only over economic matters. Negotiations over "academic" matters would occur at the local campus level (1977, p. 20), allowing the particular needs of the institution and its faculty to enter the bargaining process, and preserving the negotiations from interference by political or state education agency authority. Several institutions employ local letters of agreement as an informal attempt at bi-level bargaining (for example, colleges within the New Jersey system), a practice that preserves a degree of local campus autonomy. Although state statutes limit flexibility in designing bargaining structures, accommodations at the state level and local cooperation may ease the restrictiveness of laws that were written for public employees and were neither designed for nor intended to apply to faculty in colleges and universities.

Geographical Range of the Unit. Faculty bargaining units differ in their geographical range, from a small unit composed of a segment of faculty from one institution (such as the law faculty) to the opposite extreme of all faculty employed by all public institutions of higher education within a state (such as in Hawaii). Clearly, the number and types of institutions whose faculty belong to a single unit influence the bargaining power of the faculty at each of those campuses. Faculty who belong to a bargaining unit composed only of their institutional colleagues, and who may bargain directly with a representative of their institution's administration or board of trustees (such as at Rutgers or Temple Universities) are more able to influence negotiations than those faculty whose union is system-wide and includes faculty from many institutions, ranging from two-year technical schools to graduate-level research universities (such as in the SUNY system).

Public employee relations boards often determine the geographical range of bargaining units for public institutions (*Analysis of Legislation* . . . 1976). Differences occur by state, however. All state college faculty in Pennsylvania belong to a system-wide union that bargains for all faculty in a single session with the state education agency. In Michigan, though, each public institution at the B.A. level is "constitutionally independent," and, if unionized, bargains with its individual board of trustees (Garbarino 1977, p. 44.)[7]

[7] It should be noted that, although faculty at at least one state college in Pennsylvania voted *against* unionization, they were "swept into" the unit by the voting results of the other state colleges (Gemmell 1977, p. 468). On the other hand, faculty at only two of the four state colleges in Michigan are unionized (Garbarino 1977, p. 44).

At institutions where a statewide bargaining unit handles most faculty negotiating responsibilities, several practices have evolved to strengthen local campus autonomy. Bi-level bargaining, mentioned earlier, allows faculty and administrators to address local problems the system-level contract may ignore. Also, faculty and administrators have formed informal coalitions on several campuses, usually in response to specific threats from central-level education agencies (Begin 1976). Informal measures, such as union-administration discussions and informal agreements, have also served to mitigate the standardizing effects of a system-level contract that, almost by definition, cannot be responsive to local campus situations (Lee 1977).

The Agency Shop Debate. Although the question of an agency shop arose infrequently in early negotiating sessions, its appropriateness for a college campus is becoming a hotly-debated topic. If a union is permitted to declare an agency shop, all individuals eligible to become members of the bargaining unit, as a condition of employment or retention, must either pay union dues or pay a service fee (usually equal to the amount of union dues). The obvious benefit to the union is a steady, reliable source of income.

Management representatives were initially opposed to permitting an agency shop on campus (Garbarino 1977). Compulsory fee payment contradicts the assumptions of academic freedom, and faculty are subject to the requirements of an agency shop irrespective of tenure status. Standard practice in industry has placed the burden for releasing nonpaying employees on management. Understandably, higher education administrators at two institutions have agreed to allow an agency shop only if the union assumes responsibility for enforcing fee payments (Garbarino 1977, p. 38). At one private four-year college, the contract allows faculty who register as conscientious objectors to the agency shop to avoid payment of the fee (Lee 1977).

Removing the onus of managerial responsibility for enforcing the agency shop requirements has increased support among administrators for inclusion of this device in union contracts (Feller and Finkin 1977). Faculty (with the exception of union leaders) seldom want an agency shop, for it removes the individual's right to decide whether or not to join and, perhaps more importantly, to pay regular dues (Grede 1977). However, some administrators feel that a "secure" union, which is assured of full membership, will be less militant. With no need to prove its worth in order to garner new members, a union might avoid pursuing weak grievances or moving into decision areas controlled by senates or other faculty groups (Angell 1977b). This most standardizing and coercive of industrial-union devices may well

fulfill the function of protecting traditional forms of academic decisionmaking on campuses of colleges and universities.

Impact on Campus Operations

The presence of a faculty union on campus has the potential to affect nearly every area of institutional operations. As might be expected, unionization affects each college and university differently. At some institutions, operating procedures have been almost completely transformed, for the union has assumed significant decision authority and an adversary union/administration relationship has persisted (cf. Mortimer and Richardson 1977). At other institutions, the union contract may have brought some changes in decisionmaking procedures, but otherwise has had little impact on many campus operations (Begin 1977a). Depending on the institution's pre-bargaining history, the influence of state- or system-level agencies, the expectations of the faculty, and the attitudes of union leaders and administrators, unionization may influence any of the following facets of campus life: governance, faculty salaries, decision authority of administrators, budgets, long-range planning, student power, and external relations. At the same time, other forces, both internal and external, also influence institutional operations.

Impact on Governance. The greatest amount of concern evidenced by critics of faculty unionization has focused on its damaging effect upon faculty governance (Kadish 1973; Wollett 1974). They feared that bargaining would change the professional role of the faculty and would weaken scholarly production (Duryea and Fisk 1973, pp. 199, 206). Some scholars felt that union agitation would divert the faculty's attention to faculty welfare issues, resulting in a lowering of educational standards (Oberer 1969; Thomas 1976). Others were concerned that unionization would retard change and experimentation and reduce flexibility (Carr and Van Eyck 1973; Lee and Bowen 1975). Additional concerns focused on grievance and arbitration procedures, dilution of evaluation criteria, and the weakening of administrative leadership as inimical to collegial governance relations on campuses (*Collective Bargaining in Postsecondary Educational Institutions* 1974; Thomas 1976).

It has become evident that the *lack* of a faculty role in governance catalyzed the unionization of many campuses (Garbarino 1973; White 1976; Begin, Settle and Alexander 1977). Earlier research by Platt and Parsons (1968) revealed substantial differences in faculty influence over academic decisionmaking, with the lowest amount of faculty influence at former teachers' colleges and non-elite private liberal arts

colleges. A survey by the AAHE/NEA Task Force (1967) reached a similar conclusion. Thus, it is evident that on many campuses, collegiality and shared authority were only an ideal, and that the faculty role in campus governance was severely limited.

Even on campuses where faculty were active in governance, decision-making responsibilities were unclear and often overlapped among several groups (Mason 1972; Mortimer and Richardson 1977). A union contract has served to formalize and assign decision responsibilities (Wollett 1974; Kelley and Rodriguez 1977). Grievance procedures, in particular, have resulted not only in due process for all personnel decisions, but also have been responsible for the development of evaluation criteria that are felt to be fairer and more consistent than those employed prior to unionization (Katz 1974). Contracts often have specified where accountability for a decision rests (Begin 1978a), requiring careful documentation and justification of many decisions that once might have been made arbitrarily and without explanation.

Faculty senates — The impact of faculty unionization on campus senates has caused much concern among academics. Although senates have been labelled oligarchies (Ladd and Lipset 1975, p. 282) and exclusionary of differing viewpoints (Hodgkinson 1971, p. 8), they have served on many campuses for decades as a major vehicle for faculty participation in institutional decisionmaking. However, senates have been ineffective on many campuses. They are dependent on the administration for operating funds, their role is usually advisory to the administration, and they often include students and administrators, either of whom may attempt to dominate decisionmaking (Mortimer and Lozier 1974). The boundaries of senate decisionmaking authority are seldom clear (Mason 1974), and this ambiguity often results in glacially slow deliberation over decisions.

The inability of many senates to protect and promote faculty interests has been cited as a cause of unionization (Baldridge and Kemerer 1976). Even senates at institutions where faculty exercise considerable power have tended to focus their attention on matters of academic policy and the protection of departmental autonomy, rather than on the application of fair and consistent personnel policies (Angell 1977b). Additionally, senates on several campuses at which faculty have unionized came into existence only a year or two before the first union contract was ratified (Begin, Settle, and Alexander 1977). The relative newness of these organizations had not allowed them time to build a supportive constituency or a record of successful pro-faculty actions.

The viability of senates as faculty unions has been debated, with

the consensus against the practicality of such an attempt. The lack of an independent source of funds and the presence of administrators, students, and other non-faculty representatives on the senate disqualifies most senates from acting as the faculty's bargaining agent (Wollett 1974; Kemerer and Baldridge 1975.) Because a new organization must be developed to represent faculty interests concerning terms and conditions of employment, observers have feared that unions would encroach on areas of senate jurisdiction and, ultimately, would destroy the senate (Hanley 1973; Boyd 1973; Wollett 1974). Already weak on many campuses, senates could easily be superseded by a strong union.

Garbarino described three models of union-senate interaction on a unionized campus. In the *cooperative* model, both the union and senate retain their independence and control their own jurisdictions with little interference. This model of senate-union interaction has been found to predominate at single campuses or at main-branch institutions (1975, pp. 143-144). Often the leadership of both senate and union overlaps, a situation that Garbarino terms a "guild union" (p. 145). The *competitive* model occurs when the union and senate compete over rights to control major issues, and for the support of the faculty. In this case, the leadership of the union and of the senate represent different faculty constituencies. The competitive model occurs most frequently in the large, comprehensive, system-wide unions (pp. 144-145). In the *cooptative* model, the senate is disbanded by the union or folded into the union. Governance committees are contractually defined, and the union supervises the selection of committee members. This model exists at several Pennsylvania state colleges and at some of the Massachusetts state colleges (Garbarino 1977, pp. 147, 149; Mortimer and Richardson 1977).

Despite the abolition of senates on a few unionized campuses, most senates appear to have withstood the threat of demise. Particularly on campuses where senates predated faculty bargaining by a decade or more, the senate role has not been significantly altered (Begin 1974; Baldridge and Kemerer 1976). On these campuses, formal or informal division of responsibilities between the senate and union has been made, with little evidence of union attempts to encroach on senate prerogatives. Overlapping leadership in senates and unions has contributed to the amicability of coexisting senates and unions (Johnson and Mortimer 1977; Lee 1977).

The quality of the relationships that have evolved between faculty unions and preexisting faculty senates has been found to depend on numerous contextual factors (Begin 1978). The attitude of adminis-

trators and particularly of union leaders toward the role of the faculty senate may establish the senate as a necessary adjunct vehicle for faculty participation (Mortimer and Richardson 1977). The quality of prebargaining governance is also relevant to later senate-union accommodations, for unions have hesitated to challenge the roles of long-established senates (Begin 1974). A cooperative bargaining relationship between faculty and administrators was found to carry over into positive accommodations between traditional governance mechanisms and contractual provisions (Begin, Settle, and Berke-Weiss 1977; Mortimer and Richardson 1977). Competition among bargaining agents may threaten senate-union relationships, especially if the challenging agent seeks the support of the senate leadership (Begin 1978).

In contrast to many earlier fears, the presence of a faculty union often strengthens the role of a faculty senate (Johnson and Gershenfeld 1976; Garbarino 1977). Senates tend to deal extensively with curricular and program approvals, a responsibility that unions may wish to avoid (Johnson and Mortimer 1977). Unions that allow the faculty senate to maintain its academic decisionmaking role may gain the support of collegially-oriented faculty who would otherwise vote against unionization. While the inclusion of the role of the senate in the union contract may protect the senate from dissolution by administrators or boards of trustees, it does not guarantee a senate's longevity. The continued existence of a senate might be used by the union as a trading issue during negotiations, or its role could be diminished contractually. Also, in units that contain large numbers of non-faculty members (such as in the SUNY system), pressures for greater union control could jeopardize a senate's role as a mechanism for faculty self-governance (Wollett 1974). Although non-contractual senates are vulnerable to dissolution by administrators or trustees, it is the faculty from which the senate appears to need greater protection.

Senates have been accused of being sluggish, unresponsive, and less concerned with problems of faculty welfare than with minor details of academic policy or procedures (Baldridge and Kemerer 1976). There is some evidence that senates operating on unionized campuses have become slightly more responsive to campus problems (Begin 1974; Finkin 1974), probably under pressure to build their strength against future union challenges. Also, unionization has made some senates more independent of administrators (Pfnister 1977). Despite their present health, senates on unionized campuses, for the most part, exist at the pleasure of the union (White 1976; Baldridge and Kemerer 1976). Because the union is entitled to act as the sole representative

of faculty interests, it is under no compulsion to tolerate or support a faculty senate. The existence of the dual governance structure is testimony to the utility unions find in the continued existence of senates rather than to the senate's strength in overcoming union opposition.

Departments — On most college and university campuses whatever formal influence faculty have enjoyed over decisionmaking has been concentrated at the departmental level. Collegial decisions about curriculum and other program matters have been the responsibility of departments, usually with little administrative interference (Clark and Youn 1976). Also, departments have provided an organizational frame of reference for faculty, and, fortified by the precepts of academic freedom, departments have served as the seat of faculty power(Mason 1972; Duryea and Fisk 1973).

Early critics of faculty unionization feared that decisionmaking would become centralized, and that faculty would lose their autonomy over curricular decisions and over peer evaluation (cf. Boyd 1973). Other writers feared that faculty loyalty to the union would supersede departmental loyalty, and that increased teaching loads would reduce scholarly research, thus changing the "professional role" of the faculty (Duryea and Fisk 1973).

Departments appear to have retained their autonomy on unionized campuses. They make decisions about their own academic programs and usually serve as the first step of the evaluation process for promotion and tenure decisions. They also have gained or maintained the authority to choose their own colleagues during the hiring process (Andes 1974). Kemerer and Baldridge found that faculty at most unionized four-year institutions maintained "high autonomy" in faculty hiring and selection. Departmental autonomy was nearly as high in these institutions for evaluation by faculty peers (rather than chairpersons, deans, or other administrators). However, departmental autonomy was markedly lower in the area of faculty promotions (1975, pp. 120-121). Negotiations have not addressed the formation of educational policy (Begin 1978), leaving the determination of academic standards, program content, and curricular change to departments and other academic units. Where limitations on a department's freedom to add a course or program have occurred, the limiting force has usually been budget considerations or the policies of state- or system-level agencies, not the faculty union (Lee 1977).

In addition to preserving departmental autonomy over academic and personnel issues, faculty unionization has strengthened departments in governance matters. The recommendations of departmental

committees become fortified with legal significance if these committees have contractual standing. Union contracts often call for the election (rather than the appointment) of the chairperson, changing the orientation of chairpersons from management representative to faculty advocate (Kelley and Rodriguez 1977; Gemmell 1977).

Loss of departmental power on individual campuses appears to have been a result of budget restrictions, not of faculty unionization. It is true that administrators usually decide whether vacant positions will be filled or where new faculty slots will be created. However, state- or system-level agencies can influence the number of faculty positions on public campuses by their budget allocation policies (Johnson and Gershenfeld 1976). These agencies also often control decisionmaking on new academic programs and new degree offerings on local campuses. Departmental autonomy is in danger of being eroded, but the danger posed by unionization is minor when compared with the pressures of tightening budgets and centralized agency authority.

Personnel Decisions. As noted in an earlier section, the power of professionals is closely tied to their autonomy to set entrance standards for their profession, to control access to the profession, and to assume sole responsibility for peer evaluation (Vollmer and Mills 1966; Corwin 1970; Dornbusch and Scott 1975). It is not surprising, then, that faculty place a high priority on matters pertaining to hiring, evaluation, promotion, and tenure, or that these matters appear with increasing regularity in faculty union contracts (Goodwin and Andes 1972, 1973).

Evaluation — Systematic formal evaluation of all faculty members is seldom found in four-year institutions, for evaluation is normally reserved for those faculty about whom tenure or promotion decisions must be made. When these occur, it is generally believed that only the candidate's disciplinary colleagues, who share the candidate's expertise and specialized knowledge, are entitled to pass judgment on the teaching ability, research quality, and general professional competence of the candidate. Faculty from similar departments at other colleges are often asked to evaluate the candidate's research. However, administrators, faculty from other departments within the college, and even department chairpersons (acting alone) are unacceptable as evaluators of faculty performance (cf. Epstein 1974).

An evaluation system, unilaterally imposed by the administration has, on occasion, acted as a catalyst for faculty unionization activities. For example, a new president's attempts to "upgrade faculty quality" at Rider College by requiring chairpersons to evaluate their departmental colleagues probably facilitated union organization (Begin,

Settle, and Alexander 1975). Similar events occurred on college campuses in Pennsylvania (Mortimer and Richardson 1977). Faculty felt that the design of the evaluation criteria and the evaluation process itself were faculty rights. Although some contracts mandate annual or biennial faculty evaluations, at least two institutions do not enforce this contract article (Lee 1977).

Contract provisions referring to faculty evaluation differ in their specificity. Some contracts include precise evaluation criteria and procedures to be followed, while others incorporate existing procedures by reference. Still others, such as the contract between the Pennsylvania state college faculty and the Commonwealth, have created joint union-management committees at the state level to draft standard evaluation procedures (Hornbeck 1977). The use of student evaluations of teaching is included in some contract language, and other contracts permit faculty members to add their own written responses to comments contained in evaluations of their performance (Hornbeck 1977, p. 450).

Promotion — The superimposition of the union model on collegial processes related to promotion and tenure decisions caused tremendous concern to early critics of faculty bargaining. They feared that the union's traditional emphasis on seniority and egalitarianism, rather than the academic emphasis on merit, would "soften standards" (Oberer 1969) and would destroy the selective reward system used to encourage excellence (Carr and Van Eyck 1973). The traditional union emphasis on job security for all its members was directly counter to traditional norms of merit and scholarly achievement (Mortimer and Lozier 1974).

The Kemerer and Baldridge survey of presidents and union chairpersons at unionized institutions indicated widespread differences by institution type in faculty influence over promotion decisions. Generally, faculty at multiversities had more influence while faculty at small private liberal arts colleges appeared to have little influence over promotion decisions (1975, pp. 120-121). These findings may confirm earlier findings that post-bargaining influence is often predicated on faculty influence prior to unionization (Begin 1973a, 1974). The survey results, however, did indicate that promotion policies were more systematic and formalized as a result of unionization (Kemerer and Baldridge 1975, p. 124). Since faculty discontent with "informal or noncodified procedures in matters relevant to the terms and conditions of their employment" contributed to the unionization of many campuses (Mortimer and Lozier 1974, p. 53), formalization of promotion procedures can be cited as a gain for the faculty.

As faculties gained decision power and a set of formal criteria for making promotion decisions, department chairpersons and deans lost much of their former influence over promotion decisions. On many unionized campuses, decision processes regarding tenure and promotion have been shaped by the formal grievance procedure (Begin 1977a). Where promotion decisions of department chairpersons or deans might once have been automatically ratified by administrators at higher levels, the legal accountability of central administrators for final personnel decisions has shifted power away from deans and chairpersons (Kemerer and Baldridge 1975; Lee 1977).

Tenure — A survey conducted in 1972 reported that tenure arrangements exist at all four-year institutions of higher education, both public and private (Commission on Academic Tenure 1973, p. 1). Although specific policies and practices vary by institution, a faculty member's right to tenure, after successfully completing a probationary term, is a primary tenet of the academic philosophy. It is not surprising, therefore, that the imposition of the collective bargaining process has stimulated concern about the relationship between a union's bargaining rights, a steadily tightening academic job market, and an increasingly high proportion of tenured faculty at four-year institutions.

Early writers feared that faculty unions might use tenure as a bargaining issue to be traded for more favorable salary settlements or more generous fringe benefits (Van Alstyne 1971; Hanley 1973). Other research speculated that the collective bargaining process would weaken the relationship between tenure and academic freedom, resulting in a greater emphasis on tenure as job security (Mortimer and Lozier 1974). Still other researchers have predicted that tenure may be granted "by default." Tenure by default would occur in a situation where an "unrestricted grievance system that ends in binding arbitration" was combined with a union's insistence that the burden of proof for incompetency of the candidate be placed on the institution (Kemerer and Baldridge 1975, p. 131). The researchers found little or no evidence of this practice at four-year institutions (p. 132).

Menard asserted that the AAUP's 1940 Statement on Academic Freedom and Tenure actually confers "the right to a specified grievance procedure," since the Statement insists on due process for any termination "for adequate cause" of tenured faculty. The tenured professor enjoys a "property right," for the faculty member "is entitled to rely on his expectations of re-employment, according to the terms of his contract" (Menard 1974, p. 256). Numerous court cases have

upheld the validity of tenure as a property right and have required that due process be given faculty during decisions on awarding tenure and decisions to terminate tenured faculty (pp. 257-259).

Although the National Labor Relations Act (NLRA, 1935)[8] does not refer to tenure, tenure is clearly related to a faculty member's terms and conditions of employment and, as such, would likely be considered a mandatory subject of bargaining (Menard 1974, pp. 260-261). A recent survey of decisions by state labor boards found that tenure is a mandatory subject of bargaining in New York and Nevada, and that laws for other states that permit public employee bargaining do not mention tenure (*Scope of Public Sector Bargaining . . .* 1977). Irrespective of the administration's duty to bargain over tenure, the law would permit a faculty union to bargain away the rights of not-yet-tenured faculty, for nontenured faculty would have no property right, and the union contract takes precedence over individual contracts (*J. I. Case Co.* v. *NLRB,* 1944).[9]

Faculty unions have not yet resorted to "bargaining away" their colleagues' tenure rights. Over 70 percent of all faculty union contracts with four-year institutions include specific tenure policies and procedures (Andes 1974). At institutions where the faculty have a firmly-entrenched role in tenure decisions, contracts have incorporated past policies of the trustees or the faculty senate by reference, such as at Rutgers and St. John's Universities (McHugh 1973). Most tenure provisions, whether contractually-explicit or -implied, tend to build on the pre-bargaining systems of tenure decisionmaking rather than attempting complete revisions (Begin 1978).

Declining student enrollments and a tight academic job market have resulted in a high proportion of tenured faculty at many colleges and universities (Angell 1977b). Recent state labor board decisions have permitted management to establish tenure quotas (*Scope of Public Sector Bargaining . . .* 1977; Angell 1977b). One institution attempted to address the problem of over-tenuring by negotiating with its faculty union a third status for fulltime faculty. Faculty at Monmouth College, who would have been awarded tenure if the proportion of tenured faculty in their academic unit were lower, were admitted to the status of "Tenure Deferred Due to Ratio" (TDR). Three-year reappointment contracts were issued to TDR faculty but tenure was not granted until the proportion of tenured faculty in their

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[8] 29 U.S.C. §151 *et seq.*

[9] 321 U.S. 332, 64 S. Ct. 576, 8:762.

academic unit had decreased to an acceptable level[10] ("Agreement Between Monmouth College and the Faculty Association . . ." 1973). Research conducted at the college revealed that the union would try to eliminate TDR from the forthcoming contract (Lee 1977). At Temple University, faculty succeeded in outlawing tenure quotas by contract ("Agreement Between Temple University and the American Association of University Professors . . ." 1976).

In all, faculty have succeeded in establishing tenure as a faculty right and have legitimated their role in the decision process for tenure awards through inclusion in union contracts. It is evident, however, that contractual status may not be able to protect each faculty member's right to achieve tenure after being judged competent by his or her professional peers. State or institutional retrenchment requirements threaten the security of tenured faculty in underenrolled disciplines. Their nontenured colleagues may find that tenure quotas established either by the state or by campus administrations result in a high proportion of negative tenure decisions. Once again, these threats to tenure are more a product of financial and environmental forces than of faculty bargaining (cf. Kemerer and Satryb 1977). Should alternatives to tenure be required either because of financial exigency at an individual institution or to comply with directives of state or system education agencies, the collective bargaining process will ensure the faculty a role in the decision process. It cannot, however, guarantee the continued existence of the traditional form of faculty tenure.

Grievance and Arbitration. Of the many labor relations mechanisms that the collective bargaining process has brought to college and university campuses, none has been as feared or as castigated as the formal grievance and arbitration of labor disputes. Lipset asserted that the fear of lengthy grievance proceedings would make departments reluctant to deny tenure (1975), a concern with which McHugh concurred (1973). Oberer (1969) predicted that the pursuing of grievances would weaken collegial processes for making promotion and tenure decisions. Thomas (1976) maintained that grievances filed by dissatisfied faculty would consume excessive amounts of time in relation to their worthiness.

Other scholars saw a paradox in the acceptance by professionals, who had participated in the making of managerial decisions, of a labor-oriented device used to protest managerial decisions. "Perhaps no other single aspect of collective bargaining places the tension be-

[10] The contract does not define what proportion of tenured faculty constitutes a level at which tenure may be granted to TDR faculty.

tween the professor's legal status as an employee and his status as a professional so sharply as the contractual grievance procedure and the manner of its administration" (Finkin 1973, p. 68). It was evident that the industrial model of formal grievance resolution required modification if it were to function in situations where professional peers make initial decisions on personnel matters.

Prior to the advent of collective bargaining, most faculty had no formal mechanism by which to appeal the decisions of administrators or of their colleagues. Often the only forum for faculty appeal was an external agency, the AAUP, whose remedies were limited to sanctions against the institutions (cf. Begin 1973a). Where appeal procedures did exist, whether administered by senates or by a combination of administrators and faculty members, they were often inconsistent and were seldom used by faculty (Begin 1977a).

Andes found that faculty union contracts negotiated with four-year institutions uniformly included grievance procedures, although the nature and scope of these procedures varied by institution (1974). The NLRB has ruled that grievance procedures are a mandatory subject of bargaining, and most state public employee bargaining laws similarly require the employer to bargain over the grievance procedure. The purpose of the sequence of events specified by the negotiated procedure is to resolve problems of contract administration and interpretation and to manage conflict (Leslie and Satryb 1977).

The structure and complexity of a negotiated grievance procedure depends, to some extent, on characteristics of the institution and the pre-bargaining governance power of the faculty. For example, the faculty union at Rutgers University, where faculty had enjoyed substantial decisionmaking power for years, negotiated a simple, internally-focused grievance procedure (Begin 1977a). Conversely, unions have negotiated grievance procedures emphasizing administrative review and external arbitration at institutions where faculty power is a recent phenomenon (Moskow 1971; Finkin 1973). Control over the final step of the grievance process differs by institution as well. For example, at Temple University a faculty committee makes the final decision on appeals of tenure denials, while the final step for appeals of personnel decisions at Rutgers University is the Board of Governors (Lee 1977). Union contracts negotiated with state- or system-level employers often use a state officer as the final employer decisionmaking level before recourse to third-party arbitration (*Collective Bargaining in Postsecondary Educational Institutions* 1974).

The applicability of the grievance procedure among institutions is more consistent. A study by Leslie (1975) found that most contracts

limited grievances to disputes over interpretation and application of the contract, and about a third of the contracts allowed faculty to grieve the interpretation and application of pre-existing (noncontract) institutional policies. Normally, contracts disallow grievances related to substantive matters of academic judgment (Begin 1978), allowing only procedural violations to be grieved or arbitrated.

One dimension of the formal grievance process that contrasts dramatically with pre-bargaining ideals of individual autonomy is the legitimacy of the union's role in any faculty grievance. The union provides trained counselors to assist a grievant in preparing the case and in following it through the appeals process (Begin 1977a). In addition to its role as mentor, a union is often granted rights apart from those of the grieving faculty member. For example, the union may be permitted to appeal decisions at various steps of the grievance process, to invoke arbitration, and to be informed of all decisions. These rights often exist even if a faculty member does not wish to pursue a grievance further, a decision predicated on the union's valid interest in rulings that may have implications for the faculty as a whole (Leslie 1975, p. 11). The union also may refuse to support an individual grievance if it feels the case lacks merit (Kemerer and Baldridge 1975, p. 22).

Data on the number of grievances filed reveal that, when compared with the total number of personnel decisions made at the institutions studied (i.e., potentially grievable decisions), the number of formal grievances filed has been relatively small (Gemmell 1975; Orze 1975; Begin 1977a). Although the number is not high, the focus of many of the grievances at a wide variety of institutions has been negative personnel decisions made by the grievant's faculty peers. At Rutgers University, two-thirds of all grievances were filed against faculty peer decisions (Begin 1977a), while 98 percent of the early grievances within the CUNY system appealed faculty decisions on personnel matters (Newton 1973). These data flatly contradict earlier assumptions that a negotiated grievance procedure would contravene administrators' decisionmaking power (Kemerer and Baldridge, 1975, p. 176).

External arbitration, either binding or advisory, is included in most faculty union contracts (Weisberger 1976). The contract usually specifies the issues that the arbitrator may decide (*Collective Bargaining in Postsecondary Educational Institutions* 1974). Most contracts limit external arbitration to a review of decision procedures rather than an evaluation of the merits of a substantive academic judgment. Often the contract will require an arbitrator who finds a violation of the grievant's due process in relation to a personnel decision to

remand the decision to an institutional decisionmaking group for further consideration (Lee 1977). These contracts usually forbid the arbitrator to substitute his or her independent judgment for the academic judgment of individuals or faculty groups.

However, it has been difficult for arbitrators to separate procedural judgment from academic judgment, and contract language has rarely clarified the issue (Benewitz 1973; Weisberger 1976). Occasionally, procedural rulings to compensate for the denial of due process to a grievant, in effect, have granted tenure to the individual and reversed the decisions of faculty evaluative groups (Weisberger 1976, p. 39). Although this trend portends danger for the autonomy of collegial peer evaluation, two additional trends temper this possibility. First, grievants have not been overwhelmingly successful either at the final internal grievance step or in arbitrated cases. Grievants at Rutgers University (where no external arbitration exists) won outright in less than one-fourth of the cases (Begin 1977a), and the number of grievance awards to faculty in the SUNY, CUNY, and Pennsylvania State College systems has also been small (Weisberger 1976). Secondly, as arbitrators become more experienced in hearing and evaluating grievances of academic professionals, they should become more familiar with the characteristics of academic decisionmaking and may improve their ability to distinguish between procedural and substantive academic issues.

The experience gained by union leaders and administrators in processing grievances has resulted in greater efforts to settle grievances informally or to devise new internal mechanisms for arbitration before seeking external intervention (Dubeck 1975; Mortimer and Richardson 1977). Grievances resolved at low levels are settled more quickly and usually involve less conflict, are less costly, and are less likely to set binding precedents for future decisions (Leslie 1975). Faculty and administrators at some institutions have taken pains to settle grievances internally to avoid the "intrusion" of an external decisionmaker (Orze 1975).

The effects of a contractually-required grievance process on the operations of academic institutions are mixed but a few trends are evident. The existence of a grievance mechanism has contributed to the formalization and standardization of evaluation criteria and procedures for making personnel decisions (Kemerer and Baldridge 1975; Begin 1977a). Decisions must be made according to consistent policies, documented carefully, and may be subject to review by higher administrative levels and/or external agents. Due process is required for all decisions, whether or not tenure is involved. Decisions

tend to be made more quickly because policy guidelines are more standardized (Begin 1978). The decisionmaking criteria that have evolved as a result of the requirements of due process are seen as more consistent and fairer than evaluative criteria that were used prior to unionization (Katz 1974).

The grievance process has also tended to increase the influence of "outsiders" over academic decisions made on local campuses (cf. Kemerer and Baldridge 1975). In state college systems a state-level official often makes the final decision before external arbitration, a mechanism that tends to increase centralized state control over higher education. External arbitrators, both private and public, can influence institutional policy by the direction of their rulings (Naples 1977).

Despite these threats to local campus autonomy, formal grievances do not appear to have reduced faculty participation in academic decisionmaking, nor have appeals to external arbitrators succeeded in routinely overturning negative peer evaluations (Weisberger 1976; Begin 1977a). The grievance procedure has altered the process of conflict resolution; however, the substance of the conflict has not changed and standards of academic quality and peer review have survived (Leslie 1975). Many decisions at levels both within and outside the institution have reinforced the peer review process and faculty authority (Begin 1977a). Because the process is defined and shaped by the negotiating parties, it can be made to respond to the needs and priorities of the individual institution; this flexibility is apparent in the diversity of contractual provisions for faculty grievance and arbitration.

Economic Impact. Researchers are just beginning to study the economic impact of faculty unionization on institutional operations. Individual institutional conditions, differences in administrative approaches to bargaining and contract administration, and variations in contract content make generalizations about economic impacts of unionization extremely difficult.

The complexity of ascertaining the effect of unionization on faculty compensation increases (including both salary and fringe benefits) has limited the amount of research on this topic to a handful of studies. Salary settlements are affected by numerous factors, including salary settlements for other state employees (Begin 1978), the history of former negotiations settlements, and the existence of other economic problems (such as retrenchment plans) that may influence the settlement (Johnson and Mortimer 1977). Similar factors influence

compensation decisions at nonunionized institutions, complicating any attempts to discover causal relationships between faculty unionization and changes in faculty compensation.

Research findings disagree to some extent on the differences between salary increases at unionized and nonunionized institutions. Birnbaum's 1974 study found that the average faculty salary was nearly eight hundred dollars higher at unionized institutions (when matched with similar nonunionized institutions). However, Birnbaum later reported that the gap between salaries at unionized and nonunionized institutions was closing by 1976, and he attributed much of the earlier salary advantage of unionized faculty to administrators' anticipation of bargaining (cited in Leslie and Hu 1977, p. 2). A study by Brown and Stone (1977, cited in Leslie and Hu, p. 2) found only slightly larger salary gains at unionized institutions, while a study by Morgan and Kearney (1977), which used a methodology similar to Birnbaum's, found larger salary gains at unionized institutions. The differences in the findings of these studies were primarily the result of methodological differences (Leslie and Hu 1977).

Leslie and Hu's recent study of the financial impact of faculty bargaining attempted to address the serious methodological difficulties presented by a study of this nature (1977). They matched union and nonunion institutions on several variables and controlled for year of initial contract, type of bargaining agent, and numerous other intervening variables. They found an initial advantage in salary gains at unionized institutions, but noted that this advantage began to diminish during the 1975-76 acaemic year. Faculty occupying higher ranks at unionized institutions received the greatest salary gains (1977, p. 27).

Related to the effect of bargaining on faculty salaries is its effect on merit pay. Critics of bargaining have predicted that egalitarian unions would abolish merit pay (Carr and Van Eyck 1973; Ladd and Lipset 1975). But most institutions that are now unionized did not provide for merit pay prior to unionization (Begin 1978). Many union contracts do provide for merit pay, although the implementation of merit pay provisions appears to be difficult for unions to resolve (Begin 1978). Little research has been conducted in this area, but it appears that the reconciliation of the political bargaining system and the faculty's desire to reward excellence will not be easy.

Another issue related to salary settlements at unionized institutions is whether institutional funds must be reallocated to cover negotiated salary increases. Again, few empirical data exist to affirm or refute this allegation. While many unionized institutions have been

forced to shift budget allocations to fund faculty salary agreements, similar strategies have been used by nonunionized institutions (Begin 1978). Garbarino asserted that faculty salary increases for public institutions may more frequently be tied to increases for other state employess (1977), a prediction implying that nonpersonnel budget areas will continue to be vulnerable to encroachment.

Another concern of students and administrators alike has been the tendency of faculty unionization to contribute to higher tuition and fee increases. Leslie and Hu found that unionization appeared to inflate tuition and fees, but the union variable also showed a significantly greater amount of total government appropriations received by the institutions studied. No differences were found by union status in the institution's total government contract revenue, in educational and general expenditures, or in grand total current expenditures for the 1973-74 academic year (1977, p. 23).

While administrators of unionized colleges and universities cannot easily blame faculty salary increases on the union contract, other expenses associated with unionization have serious implications for institutional budgets. "Process costs" include preparing for the onset of unionization, expenses generated by the union's organizational campaign, and the cost of the negotiations process (Bucklew, cited in Leslie and Hu 1977, p. 25). Collecting and analyzing data in preparation for bargaining sessions is especially costly, for the administration must evaluate the financial impact of each union demand as well as the impact of these demands on decisionmaking procedures (Bucklew 1977). Administrators should be trained to operate under formal contract requirements, and an office for contract negotiation and administration often must be established, entailing the hiring of a specialist in academic labor relations and the necessary support staff (Bucklew 1977). Bucklew estimated the cost of preparing one arbitration case, including legal assistance and the direct cost of the arbitrator, at between $3,000 and $6,000 (1977, p. 535). Begin estimated that the average cost per grievance at Rutgers during a five-year period ranged between $20,000 and $50,000 because of the numerous levels and remands required by the grievance procedure (1977a, p. 22).[11] Other expenses of contract administration involve the work of study committees (both administrative and joint) to

[11] It should be noted that grievances, especially those that are arbitrated, are also expensive for unions. The expense of a lengthy, complex grievance procedure may persuade negotiators on both sides of the table to simplify and/or shorten the procedure, making sure that due process is protected.

gather and analyze data and to make recommendations for future contracts. Bucklew estimated that for a moderately-sized, single campus institution, the cost of preunionization activities, the organizational campaign, and negotiation and administration of the first contract were between $141,000 and $255,500, depending on individual institutional circumstances (1977, pp. 536-537).

It can be argued that some of the costs attributed to unionization may occur at nonunionized campuses. For example, the complexity of administrative decisionmaking when faced with declining enrollments and lowered public support has forced many institutions to gather and analyze quantities of data and to plan more systematically. The declining academic job market has probably encouraged more litigation over negative personnel decisions at nonunionized institutions, although few data exist on this subject. Federal regulations have made hiring employees and maintaining their employment records more complex and thus more expensive (cf. Van Alstyne and Coldren 1976). However, it is obvious that faculty unionization, by definition, requires expenditures by institutions which, were they not unionized, would be able to exercise more discretion over how their funds are spent.

Planning and Budgeting. In addition to the economic impact of faculty bargaining, both in terms of increased faculty salaries and the process costs of bargaining, the presence of a faculty union has implications for all forms of institutional planning. Decisionmaking processes become more formalized, and often faculty participate in major institutional decisions that were made solely by administrators before faculty unionization. Systemwide unions have, by their alliances with state education agencies or state employee relations offices, encouraged centralized planning over issues once decided on the local campus (Duryea and Fisk 1976; Johnson and Gershenfeld 1976).

Research has found that unions attempt to control the planning process by expanding the scope of bargaining beyond issues of salaries and working conditions (Garbarino 1973; Andes 1974). Although faculty job security motivates the union's desire to include retrenchment provisions in contracts, these articles obviously have a major impact on how institutions respond to enrollment declines and to shifts in patterns of student demand for particular programs. Institutions have found, as in the case of Bloomfield College, that strict budgets and projections of further enrollment declines may not adequately constitute financial exigency (Begin, Settle, and Alexander 1977), and that tenured faculty must be retained even in under-

subscribed programs. Administrators at another institution found that attempts to plan new high-enrollment academic programs without consulting the union brought censure not only from union leaders but from system-level administration (Mortimer and Richardson 1977).

Unions are also attempting to widen their influence over planning by gaining a voice in the budgeting process. Crossland noted that "real power gravitates toward those who control the budgets, assume responsibility for securing institutional revenues, and determine the allocation of resources" (1976, p. 2). Even at institutions where faculty have actively participated in governance, their traditional role in the budgeting process has been advisory at best. Unions on several campuses have attempted to take an active role in budget decisions (Mortimer and Richardson 1977; Lee 1977). Reports of a union takeover of the budget process have not yet occurred, but scholars of governance and administration have advocated full disclosure of institutional budgets to union leaders. Full knowledge of the budget leads to greater "fiscal responsibility" on the part of the union, they have argued, and facilitates informed decisionmaking (Bucklew 1971; Baum 1973).

The collective bargaining process adds one more factor to an increasingly complex planning process in colleges and universities. Although union contracts may expire biennially, the implications of a proposal made at the bargaining table may have long-range consequences not immediately apparent to contract negotiators (Kemerer and Baldridge 1976). Particularly at institutions that belong to state systems, cooperative administration-union relationships for institutional planning may preserve a measure of local campus autonomy (cf. Mortimer and Richardson 1977). Crossland felt that the increasingly sophisticated planning required, coupled with traditional faculty apathy, would neutralize the impact of unionization on campus planning (1976). However, as unions face steady-state budgets and accept the inevitability of retrenchment and program redesign, it would be surprising indeed if they did not redouble their efforts to influence the future shape of the institution on which their livelihoods depend.

Students. During the 1960's, students on some campuses, as an organized group, seized the opportunity to influence institutional governance, research contracting practices, and other areas of institutional operations. They have done little, however, to change the course of faculty bargaining, partly because they are excluded from

bargaining at most institutions,[12] and partly because their concerns straddle faculty and administrative interests. Julius summarized the few research studies that have addressed the influence of students upon faculty bargaining. He concluded that, while students can affect the *process* of negotiations simply by being present at the bargaining table, it is not clear whether or not students have influenced the substantive *outcomes* of faculty contract negotiations (1977, p. 4). Mortimer and Richardson, in their study of six unionized institutions in several states, concluded that students only took an active role in governance areas related to their concerns (such as the allocation of student activity funds), but showed little interest in institution-wide issues (1977). Begin called student influence on faculty bargaining in New Jersey "minimal" (1978, p. 73).

Similarly, student decisionmaking power appears to have been largely unaffected by faculty unionization. Although scholars examining the effects of bargaining on governance have noted that students appear to have lost power vis-à-vis faculty and administrators, they blame student indifference rather than unionization (Orze 1975; Mortimer and Richardson 1977).

The issue of whether students should be permitted to participate in faculty bargaining is complex and represents a new area of labor relations. Their legal status in the negotiations process is questionable, for they are neither management nor are they bargaining unit members.[13] One might speculate that as tuition and faculty salaries continue to rise, students may organize in protest and attempt to influence decisionmaking on these issues, whether or not the faculty is unionized. No data exist to indicate that students consider the question of a unionized faculty when choosing the institution they will attend. Also, legally-mandated student participation in faculty bargaining is too recent to permit analysis of its effects. In short, the role of students in the managing of unionized colleges and universities appears to be inconsistent and unpredictable.

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12 Exceptions to this general practice have occurred in Maine, Montana, and Oregon, where state legislation mandates that students be permitted to participate in negotiations (Broudner 1976). Until 1975, students participated in negotiations only over governance matters in Massachusetts public colleges, for state law forbade bargaining over economic issues. With the recent inclusion of wages as a legal bargaining issue in Massachusetts, student participation has been virtually eliminated from negotiations (Garbarino 1977).

13 This discussion primarily concerns undergraduate students. Graduate teaching assistants are included in the faculty union at Rutgers University, and graduate students at the University of Wisconsin and the University of Michigan have unionized, while the faculties have not.

Middle Management. As centralizing layers of system- and state-level agencies have been superimposed on the organizational structures of colleges and universities, the working definition of "middle management" may have changed (Kemerer and Baldridge 1975, p. 173). Research conducted at state colleges in Pennsylvania and New Jersey has found that state education agencies are making policy decisions on matters once left to the discretion of individual institutions (cf. recent studies by Mortimer and Begin and their associates). During the years before faculty unionization, presidents of these former teachers' colleges often had wide decisionmaking discretion, for the faculty's role in governance was minimal (Platt and Parsons 1968). In systems where either the state education agency or the governor's employment relations office acts as "management" during negotiations with faculty, presidents may have little influence over decisions by the management negotiators (cf. Duryea and Fisk 1976; Johnson and Mortimer 1977). The formal grievance procedure which, in many contracts, places the president at a level several rungs below the final decisionmaking step also may weaken the power of the president at unionized institutions. It has become evident that, particularly within institutions that belong to large state systems of higher education, the president's role may be changing to middle management as a result of the interacting forces of state-level centralization and systemwide faculty unionization.

Conversely, at single campus institutions, presidents may have gained or consolidated their power as a result of faculty unionization. For example, the ability of the administration at Rutgers University to maintain control over negotiations has preserved its autonomy from the state (Begin, Settle, and Alexander 1977). Naples noted that collective bargaining permitted management to delineate areas of managerial responsibility that were ambiguous before unionization, thus enabling administrators to limit faculty authority (1974). McConnell and Mortimer suggested that the politicization of faculty governance required greater administrative authority and coordination (1971). Kemerer and Baldridge noted an upward shift of decisionmaking power to the presidents of unionized single-campus institutions (1975).

Faculty unionization has had a more consistent impact, across institutional types and sources of support, on the role of deans. Many individuals in these positions once enjoyed considerable discretion in decisionmaking, particularly over faculty personnel matters (cf. Stroup 1966). They often appointed department chairpersons, ap-

proved curricular changes, and allocated departmental budgets with little assistance from either faculty or higher-level administrators.

Researchers are unanimous in their conclusion that deans have lost power as a result of faculty unionization. Contracts are increasingly requiring that faculty recommendations concerning promotion and tenure decisions be considered the definitive evaluation of scholarly ability, with succeeding decision levels focusing on how well the faculty have justified their decision (cf. Mortimer and Richardson 1977; Lee 1977). The grievance procedure on many campuses has reduced the decisionmaking power of deans, for decisions may be appealed at levels above the dean, and even informal grievance settlements have tended to involve central-level administrators (Begin 1977a, p. 20).

Other powers once belonging to deans have been given to faculty on some campuses. Gershenfeld and Mortimer noted that committees elected by the faculty make decisions on matters such as merit pay and the allocation of new faculty positions, which once were the prerogative of the dean (1976). Many contracts fix maximum teaching loads and assign responsibilities for scheduling to chairpersons or faculty committees, excluding the dean from these decisions (Goodwin and Andes 1972, 1973). Retrenchment provisions restrict deans from reshaping academic programs, and state- or system-level hiring quotas often limit the dean's ability to encourage academic leadership for program growth or change.

Many faculty contracts now require that department heads either be elected, or that their appointment be subject to faculty ratification. A few also provide for removal of chairpersons by faculty, usually by a recall vote (cf. Ehrle and Earley 1977). No longer able to control the appointment (and thus the loyalty) of department heads, deans have lost much of their power to shape departmental policy (Gemmell 1975). Once considered the first level of administration, chairpersons are bargaining unit members on almost all unionized campuses, and their managerial role has been "significantly reduced" (Johnson and Mortimer 1977, p. 42).

Individuals studying faculty bargaining have noted the changing role of department chairpersons with some concern. Kemerer and Baldridge found that chairpersons who were included in bargaining units were reluctant to make difficult decisions, especially in matters of promotion and tenure, and would shift the decision responsibility upward to the dean (1975). Gemmell asserted that department chairpersons' decisions were now more politically motivated than prior to faculty unionization because their power was based on faculty

support rather than on hierarchical authority (1975, p. 4). He noted that the chairperson's faculty orientation made it difficult for administrators to obtain compliance with institutional policies (such as affirmative action) that might be unpopular within departments (p. 5). The union contract has thus reduced the managerial power of department chairpersons and has resulted in a power shift upward in the administrative hierarchy.

One area of middle management has been created since the onset of faculty unionization. The complexity and unfamiliarity of unionized labor relations have motivated many institutions to create offices of employee relations and to hire professionals with labor relations experience to negotiate and administer the contract (Bucklew 1971). Institutional research specialists have become critical to the costing-out of bargaining demands and the extensive planning that is especially needed at unionized institutions (Kemerer and Baldridge 1975). Other administrators may require training in the procedures of contract administration and grievance processing (Weisberger 1976; Powell 1977). Administrators who have experienced the complexities of negotiations have advocated the hiring of a professional outside negotiator (cf. Duryea and Neddy 1977; Walker, Feldman and Stone 1977; Naples 1977), especially for negotiating the first contract (Grede 1977). Other writers caution against using negotiators who lack an understanding of academic issues despite their labor relations expertise (Johnson and Mortimer 1977).

In summary, faculty unionization has affected every administrative level within the institution and has created the need for additional administrative training and specialization. Some of these changes may be as much a result of centralization of state authority as they are of unionization. However, private and public campuses alike have evidenced a shifting of administrative authority relationships as a result of faculty unionization.

Boards of Trustees. Unless members of an institution's board of trustees actively participate in contract negotiations, the preoccupation of faculty and administrators with unionization activities may result in the board's isolation from the bargaining process. Research conducted on faculty bargaining in state systems of higher education has revealed the virtual exclusion of local campus boards of trustees from decisions made by the management team during negotiations, and from matters of contract administration. In some cases this exclusion is of little significance, for local boards of institutions belonging to state systems often have little decision power (Mortimer and Richardson 1977) or were newly created and had been allowed

little time to develop their authority before the faculty unionized (Begin, Settle, and Alexander 1977).

In the United States, the first institutions of higher education vested in lay boards of managers the primary authority and responsibility for institutional management. Although trustees at most institutions have delegated much of their managerial authority to administrators and some to faculty, they have retained legal responsibility and authority for the management of these institutions (Wollett 1975; Clark and Youn 1976). This legal responsibility remains when the faculty signs a union contract.

Early researchers and writers predicted that faculty unionization would increase the power of trustees. Kemerer and Baldridge asserted that fiscal crises would require trustees to become actively involved in decisionmaking once handled by faculty and administrators (1975). Carr and Van Eyck felt that trustee authority would increase (1973), especially at private institutions. This trend would occur, they felt, especially at institutions where the trustees were the final step of the grievance process.

A recent study of board members of unionized institutions reported mixed effects of faculty bargaining on board authority. Board member respondents in the Duryea-Neddy study reported that their authority had been reduced for a number of reasons, including faculty unionization (1977, p. 26). The economic recession, centralization of authority in public systems, student and faculty "radicalism," lower public appropriations, and reduced federal research funds also contributed to the decline in trustee authority (p. 2). Respondents admitted an initial lack of sophistication about bargaining and emphasized that faculty unionization forced an institution to set goals and to plan carefully lest the institution "find itself fenced in by its own response to questions at the bargaining table" (p. 11).

Trustee respondents viewed the major impact of faculty bargaining from a financial perspective. They reported that a union contract reduced the institution's flexibility in financial matters, especially during a crisis. They noted more conflict concerning budget allocations, especially on campuses where several unions jockeyed for budgetary favors. Budgeting for facilities became more difficult with a unionized faculty. Trustees also commented on the need to compete with faculty in lobbying the legislature for appropriations (p. 13).

Board members felt that some of their authority had shifted toward the faculty and also toward external levels, since external arbitrators could overrule board decisions (Duryea and Neddy 1977). Kelley and Rodriguez (1977) found that board members tend to

delegate more authority to the president on unionized campuses to facilitate contract administration. Despite these shifts in authority, board members may retain considerable personal liability for institutional decisions. A New Jersey Superior Court awarded punitive damages against individual board members and the college's president as a result of the termination of a faculty appointment (*Endress* v. *Brookdale Community College,* 1976).[14] Although that decision was overturned on appeal, it represents the potential extent of trustee responsibilities even at a unionized institution (Duryea and Neddy 1977, p. 22).

It appears, then, that faculty unionization exacerbates the weakening of board power in public systems of higher education, but has the potential to increase board power at private and single-campus public institutions. While boards at these latter institutions may make more final decisions than they did prior to unionization, their decision choices are more circumscribed by the restrictions of the union contract. The combination of greater responsibility and narrower decisions areas will require close cooperation and collaboration between the administration and the board in order to keep board members briefed so that they may make informed decisions, and to help the administrators convey the spirit of board decisions through their contract administration activities.

External Relations. Virtually no data exist describing the effect of faculty unionization on the institution's relationship with alumni, state legislatures, and other external groups. The Duryea and Neddy study of trustees at unionized institutions reported that the unionized status of faculty made little difference in the quality of public relations (1977). Little evidence of extreme legislative displeasure with unionized faculty has been reported. For example, although the Pennsylvania state legislature required faculty at Temple University to complete productivity reports, these reports were required of all state-related institutions, irrespective of union status (Johnson and Gershenfeld 1976). Many scholars perceive legislators as unfavorably inclined toward higher education, with no evidence of more favorable attitudes toward nonunionized faculty (Katz 1974; Mortimer and Johnson 1976a).

Some writers sense a public attitude developing toward higher education that presents a more serious threat to its traditional independence and autonomy than does faculty unionization. Mortimer and McConnell refer to an assertion by Clark Kerr that "public col-

[14] 364 A. 2d 1080 (N.J. Sup. Ct. Pub. Div. 1976).

leges and universities have been subjected to so much external control that they have become what amounts to regulated public utilities" (1978, p. 233). The concept of higher education as a public utility reflects a particular philosophy of the purpose of higher education that diverges greatly from traditional academic values. It assumes a conflict of interest between the public and institutions of higher education, and it also assumes that costs and benefits of higher education may be measured by economic indices (Mortimer 1974, pp. 38-39). While the unionized status of an institution's faculty may not directly cause a "public utility" attitude toward the institution, it must be remembered that unionization does increase external influence over certain segments of an institution's operations. It may be that unionization of an institution's faculty cracks its shell of local autonomy in areas of personnel decisions, workload policies, and salary schedules, allowing quasi-regulation by agencies outside of the institution and even outside of higher education.

Summary

The effects of faculty bargaining on campus operations are as varied as the institutions themselves, but after nearly a decade of observation and research, a few trends are appearing. Union contracts establish formal relationships between administrators and faculty and often between faculty groups. Administrators must consult with faculty before making decisions that affect faculty welfare. Senates have survived on most campuses, but usually by the tolerance of unions, and administrators must respect the decisionmaking jurisdictions established for each group.

The grievance procedures included in nearly all faculty contracts have not only improved due process in personnel decisions, but have given greater decision power to departmental faculty and to central administration. Deans and department chairpersons have lost much of their former autonomy, which was based on ambiguous decision authority delegated by central administration. Administrators have so far managed to retain budgetary control, but unions are slowly eroding administrators' power to make unilateral budget decisions. Student participation in campus decisionmaking appears to have decreased slightly, although lack of interest appears to be a major cause of this outcome. However, the loss of presidential and trustee power on campuses with system-wide unions appears to be a result of the interaction of centralization by the state and faculty unionization. Presidents and trustees of private institutions have probably increased or consolidated their power, but if external arbitration is

permitted by contract, these institutions are also vulnerable to external influence.

The research and writing on faculty bargaining suggest numerous implications for administrative decisionmaking, whether or not an institution is presently unionized. Although public institutions that are system members face especially difficult problems related to unionization, enough similarities in research results exist to be useful to most institutional situations. The following section will synthesize these results into several policy and action recommendations for both administrators and faculty in their attempts to manage unionized or soon-to-be-unionized institutions of higher education.

Summary, Implications, and Recommendations For Research and Practice

Summary of Research

Much of the impetus for the faculty bargaining movement has been the faculty's desire to gain group power to ensure itself a role in campus decisionmaking. Even though individual faculty members participated in policymaking and were able to influence administrative decisions, this power was not organized and was often not representative of the interests of the entire faculty. Individual faculty members on many campuses wielded influence proportional to their ability to attract research funds, the length of their publication record, or their informal relationships with administrators. This influence was often substantial, while the ability of faculty as a group to affect the outcomes of decisions was minimal (Kerr 1963).

Pre-bargaining faculty power was also a result of plentiful financial resources, especially during the enrollment surges of the late 1960's. Preoccupied with rapid growth and often lacking the technical training necessary to manage a multimillion dollar institution, administrators allowed faculty to make decisions on what courses they would teach, when classes would be held, and maximum class size. While these decisions concerned academic issues, each also bore financial implications for the institutions. The abrupt decrease in enrollment growth and other contextual factors during the early 1970's produced a financial squeeze, inducing many administrators to assert their management prerogatives and to assume responsibility for academic decisions in an attempt to control costs. Increasing system- and state-level control over certain decision areas weakened the faculty's grasp on decisionmaking power. The rules had changed quickly, and on many campuses the faculty felt itself unprotected. Their former reliance on collegiality and the primacy of academic excellence were no defense against strong central offices and administrators under pressure to reduce budget deficits. Trust in their administrative colleagues and the protection of academic freedom were inadequate; formal procedures, rules, and contractual protections were required to preserve faculty interests in this seemingly hostile environment.

The collective negotiations process and its resulting contract are no more than a method of structuring relationships between faculty and administrators. The contract specifies areas for joint faculty/administrative decisionmaking and establishes the procedures to be

used in making decisions in these areas. The contract may also specify decisions that are made by faculty alone, depending on the scope of the contract. It is important to remember that most states and the NLRB require only that matters affecting working conditions be negotiated. If trustees and administrators, out of respect for faculty expertise, delegate management functions to faculty, the structure for these relationships may be agreed to either by contract or informally. On campuses where faculty have been delegated little power prior to collective bargaining, contracts generally include matters of academic governance (Begin 1978). However, other unionized institutions have been reluctant to incorporate governance practices into their contracts in an effort to maintain flexibility for both faculty and administrators. These latter institutions often have a history of faculty participation in governance and have maintained or developed fairly good informal relationships between faculty and administrators.

Unions are essentially conservative. Especially in higher education, they have been organized to protect existing faculty rights or to gain additional power (Kemerer and Baldridge 1975). Because they are protective of tradition, they tend to resist change, or attempt to make change extremely difficult to bring about (Begin 1978). They may distrust administrative attempts at innovation, especially when the impetus for change comes from state- or system-level agencies. This conservatism and the reluctance of labor relations boards to interfere with established governance practices (Begin 1977a) have prevented the sweeping changes predicted by early writers (cf. Wollett 1971; Boyd 1973), who implied that the "industrial model" of adversarial relations, rigidly formal procedures, and the "lunchbox mentality" would invade academia.

While forms of traditional governance have either survived or been created subsequent to faculty unionization, the bargaining process has consequences for other areas of institutional management. Administrators at some unionized campuses have found that faculty bargaining may impact the institution's mission and goals.[15] Campuses that belong to state systems have already lost some of their ability to control institutional mission through the creation of statewide coordinating and governing boards (cf. Berdahl 1971), and researchers have found that faculty bargaining tends to increase state-

[15] For purposes of this discussion, an institution's mission will be considered to be its goals for the following: diversity and level of academic programs; student qualifications and access to the institution; and faculty qualities (e.g., orientation to research or teaching, and recruitment priorities).

level power over campus decisionmaking (Duryea and Fisk 1976; Johnson and Mortimer 1977).

It should be remembered that factors other than faculty bargaining affect institutional mission. The prevalent financial squeeze has often caused academic programs to be evaluated not only by their academic excellence but also by the amount of financial support they generate. Student enrollments, both by numbers and by their demand for or indifference to certain programs, seriously influence institutional mission. The changing composition of college student classes also has significance for institutional mission, especially for those public institutions located near population centers (cf. Anderson, Bowman, and Tinto 1972). And for many public institutions, regardless of whether their faculty are unionized, state control constantly threatens to alter an institution's mission.

One element essential to control over an institution's mission is long-range planning. Often, faculty unionization complicates and slows planning, since formal procedures must be followed and faculty groups must be consulted (cf. Mortimer and Richardson 1977). Also, union contracts tend to emphasize short-term gains, focusing on salary increases, workload maxima, and retrenchment restrictions. For example, contracts that are broad in scope may include specific policies for faculty contact hours, a practice that may effectively prevent faculty from accepting overload assignments or intersession teaching duties, even if they wish to assume the additional contact hours. These restrictions, coupled with state or institutional policies of nonreplacement of faculty and a moratorium on new hirings, may prevent the development of courses or programs that have the potential to attract new students. Contracts may also limit the number of hours a faculty member spends advising students or directing independent study projects, again reducing flexibility. Contractually-mandated retrenchment procedures often require layoffs by seniority, seemingly with less concern for program considerations than for job protection for senior faculty.[16] All of these built-in rigidities, then, argue for contracts of limited scope. However, limited contracts require good faith on the part of both faculty and administrators to reach informal agreements and to honor these agreements, as well as to allow the institution the flexibility to respond

[16] Lozier noted that limited retrenchment clauses, such as in the Rutgers University contract, ensure the union a voice in the decision to retrench while maintaining flexibility in deciding retrenchment criteria and in responding to the particular crisis at hand (1977, p. 248).

to its constituency and to better control its future through joint long-range planning.

But are informal "good-faith" agreements possible on unionized campuses? An initial reaction would probably be negative, for one impetus for unionization was that the faculty's "faith in procedures and rules [was] greater than that in the people who administer them and those who are regulated by them" (Mortimer 1974, p. 41). The adversarial nature of the negotiating process would seem to prevent the formation or maintenance of positive, trusting faculty-administration relationships.

Yet research results have identified several examples of what might be called "successful" bargaining relationships, several of which emphasize informal faculty-administration cooperation. One contributing factor appears to be contracts that are limited to salary matters and general policies relating to working conditions, with matters of academic governance being referred to traditional collegial methods or to informal joint agreements (cf. Begin 1976; Johnson and Gershenfeld 1976). The use of an experienced negotiator who either has an academic background or maintains very close relationships with the administration has been cited as contributing to positive bargaining relationships (Orze 1975; Lee 1977). Attempts on the part of both sides to resolve differences informally and within the institution have also contributed to successful relationships on unionized campuses (Orze 1975; Begin 1977a; Mortimer and Richardson 1977).

Disagreements over bargaining can cause conflict among faculty groups, complicating cooperation between faculty and administration. Researchers have found that, when the senior faculty support and lead the unionization process, conflict among faculty is reduced (Gemmell 1975; Begin 1978). A union that supports the faculty senate and refrains from encroaching on the senate's jurisdiction also contributes to harmony on unionized campuses (cf. Begin 1974; Baldridge and Kemerer 1976). The institutions where faculty-administration relationships appear to be the most positive show evidence of extensive union-administration consultation, cooperation, and communication (Mortimer and Richardson 1977).

Information gathered at institutions where the faculty has voted "no agent" offers additional suggestions for the management of unionized campuses. Changes made by administrators in anticipation of a union certification election, although they cannot be viewed as causing the "no agent" vote, may provide insight on issues that faculty believe are important. For example, there is reason to think that

actions by the president at a major private university to employ faculty advisory committees for budget decisions helped to reduce the momentum for faculty unionization.[17]

At Northeastern University in Boston, although the faculty voted against unionization, a formal grievance procedure that includes external arbitration was developed. The grievance procedure allows any dispute to be grieved, and limits faculty liability for arbitration expenses (Herman 1976). While faculty unionization has not yet come to a vote at the University of Wisconsin, strong external pressures for merger of the University with the state university system have caused faculty to consider unionization. A formal faculty lobby, funded by faculty payroll checkoffs, has hired a professional lobbyist to represent faculty needs to state officials (Hagengruber 1978). While not unionized, the faculty have acted collectively to focus their group power on decisionmakers external to the institution. The administration at Albion College, faced with an imminent union certification election, hired a new "faculty-oriented" dean, introduced a new faculty evaluation system, created a task force to develop a grievance procedure, and made other significant policy changes (Mortimer, Johnson, and Weiss 1975, p. 42).

Adler's study of faculty governance power at unionized and nonunionized institutions (1977) found that the highest percentage of faculty-administration "joint-action" decisions occurred at institutions that had voted "no agent," followed closely by unionized institutions (p. 13). The decision areas studied included personnel, academic, and administrative matters. Adler also found the largest increase, between 1970 and 1977, in the number of institutions at which decisions were made by joint action, at institutions whose faculties had voted "no agent" (1977, p. 16). While no causal relationship can be proven between the increased decision power delegated to faculty and the rejection of unionization, Adler's results underscore the value that faculty place on participation in campus decisionmaking, and offer suggestions for the management of both unionized and nonunionized institutions.

Implications for Institutional Practice

The foregoing analysis of research and other writing concerning faculty unionization shows the many forms and directions this dynamic process may take. The impact of individual and institutional

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17 Author's interview with senior faculty member from the institution, March 1978.

factors on faculty bargaining cannot be overemphasized, for the extensive diversity among institutions of higher education is reflected in the diversity of bargaining relationships. However, research results and analyses of legal decisions related to faculty bargaining do suggest some directions for practice and policymaking to facilitate governance, institutional decisionmaking, and joint faculty-administrative planning under collective bargaining.

Efforts to Structure Bargaining. Although nearly half of the states have legislated bargaining relationships for public higher education faculty, and although the NLRB has developed some consistency in its rulings on faculty bargaining in private institutions, it may still be possible for administrators and trustees to influence decisions on the structure of bargaining. There is evidence that some administrators and trustees, especially from those institutions within state systems, did not take advantage of opportunities to help shape early bargaining decisions, and now have little influence during negotiations (cf. Mortimer 1976, p. 94; Kemerer 1977; Johnson and Mortimer 1977, pp. 35-36). Changes may be made even after a bargaining structure is established. For example, although the Pennsylvania labor relations statute designated the employee relations arm of the governor's office as the "employer" for all public employees, that office delegated negotiation and contract administration responsibilities for higher education faculty to the state department of education just before the second contract was negotiated (Johnson and Gershenfeld 1976). Arrangements for bi-level bargaining allow broadly-based issues, such as compensation, to be negotiated at the state level, while individual campuses may negotiate issues of local concern such as workload or governance (Carnegie Council 1977). Budget requests may be split, with one appropriation requested for an institutional budget and a separate appropriation requested for faculty salary increases (Carnegie Council 1977). Administrators at private institutions do not face the restrictions of state enabling legislation, and may have a greater opportunity to influence the scope of bargaining as well as the tenor of the ensuing negotiations.

Modification of the "Industrial Model." Contrary to the grim predictions of early critics of faculty bargaining, faculty-administration relationships do not necessarily follow the traditional industrial model of polarization, conflicting interests, and adversarialism. Administrators and faculty at several institutions have developed decisionmaking and consulting processes within the collective bargaining framework that have preserved collegiality and cooperation. Walker, Feldman, and Stone (1976) have described a "collegial collective bar-

gaining model" at Southeastern Massachusetts University that emphasizes the building of trust, joint consultation and decisionmaking, and deliberate attempts to resolve differences informally. In a major deviation from the industrial model of negotiations, both sides simultaneously submit their "ideal contract" rather than conceal the issues each side values most (p. 121). Orze described a process, in use at the same institution, where the administration's chief negotiator (an outside consultant) met with all constituencies one month before negotiations to draft a contract proposal using ideas from many groups (1975, p. 4). Other modifications of the industrial model may be made when developing a grievance procedure. For example, at Temple University, a faculty committee is the final step for appeal of negative tenure decisions (Lee 1977). Other grievance procedures may require a faculty or joint faculty-administration committee to review personnel decisions made by deans or other middle managers (cf. Begin 1977a). Many faculty unions, despite their status as the "exclusive representative" of the faculty, permit faculty senates and other faculty governance groups to operate, and support their existence (Begin 1974; Baldridge and Kemerer 1976). Another research team found that change processes existing outside the negotiations structure were instrumental in promoting both institutional flexibility and positive campus relationships (Mortimer and Richardson 1977). At many institutions, a new form of governance, which integrates faculty bargaining and traditional governance, has enhanced faculty power while permitting considerable faculty-administrative cooperation (Begin 1978).

Role of the President. The consensus of some researchers is that the responsibility for building positive union-administration relationships rests squarely with top-level administrators (Orze 1975; Walker, Feldman, and Stone 1977; Kelley and Rodriguez 1977; and others). Others have concluded that the attitude of the president sets the tone for both negotiation sessions and post-bargaining relationships (Gershenfeld and Mortimer 1976). Begin noted that "the collective bargaining process is a reactive process which reflects and reinforces basic institutional relationships" (1978, p. 77). Researchers who have studied faculty-administration relationships on several campuses have stressed the importance of the president's willingness to confer extensively with the union to keep communication as open and informal as possible and to respect union leaders as professional colleagues (cf. Mortimer and Richardson 1977).

While it is clear that faculty bargaining formalizes relationships between faculty and administrators (Kemerer and Baldridge 1975),

these relationships need not be adversarial and they need not constitute the only interaction between faculty and administration. Studies of unionized institutions have indicated that where faculty and administrators focused on designing acceptable decisionmaking processes as well as attaining acceptable decision outcomes, faculty-administration accommodation was successful (Mortimer and Richardson 1977). These researchers found a correlation between the character of union leadership and administrative leadership on the six campuses visited. At the institutions where presidents were the most authoritarian, union leadership was the most radical and least willing to cooperate (1977, p. 173). Administrators who stressed "moderation, accessibility and openness of communication" were favored with union leadership exhibiting similar behaviors (p. 173). Clearly, further research is necessary to confirm this finding; however, there is little doubt that the attitudes and actions of top-level administrators, especially presidents, contribute significantly to the quality of union-administration relationships.

Redistribution of Authority. Faculty collective bargaining has redistributed authority both within institutions and at the system and state level. Most researchers agree that states have been taking steps to centralize decisionmaking and planning for higher education for nearly a decade (Weinberg 1976 and others). It appears that by involving the state either directly or indirectly in campus affairs through the negotiations process, faculty unionization has contributed to the centralizing trend, especially in states where control over public higher education was already becoming highly centralized (Begin 1976; Johnson and Gershenfeld 1976). The redistribution of authority within institutions, discussed earlier, is less generalizable. Faculty have clearly gained formal decisionmaking power at unionized institutions (see, Kemerer and Baldridge 1975; Johnson and Mortimer 1977; Begin 1978, for example); however, the extent of this power and its implications for decisionmaking practices vary with each institution.

A few implications of this redistribution are generalizable. Contractual grievance procedures require due process to be used in all personnel decisions, which requires decisions made at each level to be carefully supported and extensively documented. Many contracts require the administration to explain any decision that is made contrary to faculty recommendations. On most unionized campuses, faculty groups must be consulted about and participate in a wider range of decisions than they had prior to unionization. The roles

of senates have changed on some campuses, especially where senates formerly addressed issues related to terms and conditions of employment. All of these changes may require modifications of decision-making structures, reallocation of administrative tasks and priorities, and changes in administrative staffing. Research results reported above would argue for faculty involvement in changes that administrators make in the decisionmaking structure to better accommodate faculty bargaining.

Preserving Local Campus Autonomy. Research results indicate that local campus autonomy is usually weakened when faculty unions negotiate with representatives of the governor, the state department of education, or large public systems of higher education (Weinberg 1976; Mortimer and Johnson 1976). Public institutions at which the Board of Trustees is considered the employer are more fortunate, for negotiations are less likely to be influenced by external agencies; however, state labor board rules often determine the composition of the bargaining unit, the scope of bargaining, and the manner in which administrators must administer the contract (the latter through grievance arbitration). Private institutions also may be circumscribed by rulings of the NLRB. Clearly, faculty unionization has the potential to reduce local campus autonomy.

Coser, in his study of conflict and its function in society, wrote that external threats tend to unite conflicting parties into a cohesive group (1956, pp. 93-104). In some situations where administrators and faculty have perceived state agencies as a threat to local campus autonomy, they have formed informal coalitions to solve problems locally or to present a unified power front against usurpations. At Rutgers University, the union has cooperated with administrators to retain the institution's independence from close state supervision (Begin 1976). The union and administration at Temple University have joined forces to blunt legislative efforts to standardize workloads and to lobby for increased state support (Johnson and Gershenfeld 1976). Institutions that have used the strategy of accommodation between traditional governance and collective bargaining, which requires faculty-administration cooperation, have tended to be more successful in retaining local autonomy (Weinberg 1976). These informal coalitions have tended to occur at institutions where pre-bargaining faculty power was substantial and where collegial governance was the norm. Conversely, state-level union accommodations with the state education department have weakened local autonomy at the Pennsylvania state colleges (Johnson and Mortimer 1977).

Implications for Research

Collective bargaining in higher education is a dynamic social process that is heavily dependent on the characteristics of the individuals involved, the specific nature of the conflict, and the norms and values held by faculty and administrators prior to unionization. This process is also substantially affected by the size, type of control, and academic mission of the college within which bargaining occurs. These interrelating and variable factors complicate efforts to study systematically the causes, processes, or effects of faculty collective bargaining.

The variability of faculty bargaining on college campuses across the country reduces the utility of large, cross-sectional surveys of attitudes toward and perceptions of faculty bargaining. Begin (1978) suggested that researchers should undertake longitudinal research, including the study of a college's pre-bargaining governance system, in order to understand current bargaining relationships on selected college campuses. More systematic and objective data should be gathered on pre- and post-bargaining decisionmaking procedures, committee structures and jurisdictions, and planning processes. Additional research should focus on other factors affecting governance and decisionmaking, such as state or system agency policies, geographical range and personnel composition of the bargaining unit, and leadership styles of top-level administrators and union officers. Comparative studies of governance at campuses that belong to the same systemwide union would be especially useful because many sources of variance would be controlled.

Many institutions, whether or not their faculties are unionized, have created special offices that conduct sophisticated institutional research. These offices might undertake studies of governance and decisionmaking on their campuses, examining both the social processes of decisionmaking and the decisionmaking structure. Systematic collection of these data would be useful not only to the institutions, but to scholars attempting to understand the interaction of the numerous forces affecting bargaining relationships. Additional research should examine governance and decisionmaking on campuses where faculty have rejected unionization or where pre-unionization activities are evident, focusing on sources of faculty dissatisfaction and administrative efforts to forestall unionization.

Although research on faculty bargaining is maturing, much of it is still exploratory. A better understanding of the effects of bargaining on individual campuses will enable researchers to begin making

limited comparisons, so that the effect of faculty unionization on higher education in general may be more clearly understood.

Recommendations

A negotiated contract is a legally-enforceable instrument that requires faculty and administrators to structure their behavior according to the terms on which they have agreed. Often the formality of this instrument permeates all interaction between the two parties to the contract, stifling innovation and fostering rigidity. Yet research has found that where faculty are concerned the law is less important than "the prevailing expectations of the members of a particular college or university concerning the mode of operation (traditional governance and/or collective bargaining) which suits their needs" (Begin 1977b, p. 14).

In unionized institutions, as in higher education in general, diversity is the most prevalent characteristic (White 1976, p. 22). Further complicating attempts to generalize about unionized governance is the inevitable human factor, for "the people who occupy the positions are more important than the positions themselves" (Hodgkinson 1969, pp. 140-141). Despite the standardizing tendencies of the collective bargaining relationship, research results stress this complicated "human factor" as having special significance for policymaking and management at unionized institutions. Administrators may have substantial influence on the structure of the bargaining, the breadth of the contract, the tone of the negotiation sessions, and the quality of the relationships that ensue. Studies of several institutions that operated under identical contracts have revealed substantial differences in the quality of campus relationships, the style of decision-making, and general satisfaction concerning institutional management (cf. Mortimer and Richardson 1977). The following recommendations, while of necessity general, could apply to most institutional situations:

(1.) If faculty unionization appears inevitable, especially if supported by senior faculty, administrators should use their energies to help shape the bargaining structure rather than to oppose unionization.

(a.) At private institutions, trustees should be kept informed and involved as much as possible in the structuring of bargaining, decisions made during negotiations, and subsequent policymaking and planning.

(b.) Administrators and trustees at public institutions should, if

possible, attempt to influence enabling legislation before it becomes law. If the law already exists, efforts should be made to persuade the state-designated employer to accede to:

1. Bi-level bargaining
2. Appointing the governing board as management's representative
3. Split budget appropriations
4. Local autonomy over personnel, academic, and planning decisions

(2.) Administrators must recognize the union as the legitimate, exclusive representative voice of the faculty. Frequent consultation with union leadership and open communication channels are essential.

(3.) Once the administration has established positive relationships with the union, it should consult with the union on the best way for that institution to incorporate "traditional governance" processes into the decisionmaking structure. The choice of a method will depend heavily on the scope of the contract, the existence of faculty governance groups on campus, and the security of union leadership in relation to other faculty groups.

(4.) Successful unions that have faculty support and feel secure in their decisionmaking role tend to be less militant. Administrative cooperation and support for the union should enhance a union's security and discourage militancy.

(5.) Short-range contractual disputes, even those concerning retrenchment, should not obscure the need for systematic long-range planning. Union involvement in the planning process has the potential to make union leaders more aware of future constraints. This knowledge may encourage more realistic negotiating demands and compromises.

(6.) Unionized governance is probably more political than collegial, even on the most harmonious unionized campuses. Administrators must balance political skills used in the decisionmaking *process* with the collegial values that shape the *substance* of policymaking and planning decisions.

Institutions of higher education, irrespective of the presence or absence of a faculty union, are facing an uncertain future. Financial support is a problem for both public and private institutions, and public institutions face ever-increasing encroachment of their autonomy by central agencies. Internal conflict and frequent appeals for external intervention in local institutional operations exacerbate

an already difficult tark of managing and leading a college or university. Collective bargaining can structure and institutionalize conflict, and can provide formal procedures and roles for the campus community; however, it can neither create nor destroy amicable, cooperative faculty-administration relationships. Only the individuals themselves can determine the quality of governance and institutional management at their institution.

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